7001 E. EXPRESSWAY 83., MERCEDES, TX 78570 P: 956.565.2454

STISD.NET

Dear Prospective Vendors:

Competitive Sealed Proposals will be received by the South Texas Independent School District for:

ITEM: NEW ATHLETIC FIELDS EDINBURG SITE

BID NUMBER: CSP 25-010

DEADLINE: TUESDAY JUNE 25, 2024 2:00 p.m. (CST)

Sealed proposals will be received no later than 2:00 PM (CST), Tuesday, June 25, 2024. Bids must be plainly marked on the outside of envelope Competitive Sealed Proposal: CSP 25-010 New Athletic Fields Edinburg Site, STISD, Administration Office,7001 E. Expressway 83, Mercedes, Texas, 78570 or delivered to the STISD, Business Office, at the same address. Bids must be made on the enclosed bid document. Faxed or emailed bids will not be accepted.

Proposal Package: Information on specifications may be obtained at the South Texas Business Office, 7001 E. Expressway 83, Mercedes, TX 78570, (956) 565-2454, or download at <a href="https://www.stisd.net/community/public">https://www.stisd.net/community/public</a>

Only proposals received by the date and time specified will be considered. Bidders are invited to be present at the opening of the bids at the above address, on the above date and time.

Email requests may be sent to: <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a> & "cc"<a href="frank.trevino@stisd.net">frank.trevino@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a> & "cc"<a href="frank.trevino@stisd.net">frank.trevino@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a> & "cc"<a href="mailto:frank.trevino@stisd.net">frank.trevino@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a> & "cc"<a href="mailto:frank.trevino@stisd.net">frank.trevino@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">frank.trevino@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">proposals</a> should be mailto: <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a>, <a href="mailto:marla.knaub@stisd.net">proposals</a> should be mailto: <a href="mailto:marla.knaub@stisd.net">marla.knaub@stisd.net</a>, <

South Texas ISD Business Office, ATTN: Ms. Marla R. Knaub, 7001 E. Expressway 83., Mercedes, TX 78570.

The successful bidder will be required to provide 100% performance and payment bonds. No proposal be withdrawn for a period of sixty (60) days. STISD is not responsible for proposals misplaced or mailed incorrectly. Proposals received late will not be accepted. The STISD reserves the right to accept or reject any or all proposals, to award contracts for individual items as they may appear advantageous to the District, and waive any or all formalities.

Your proposal will be appreciated.

Sincerely,

Marla R. Knaub,

Marchan

Assistant Superintendent for Finance & Operations

### INSTRUCTIONS TO PROPOSERS

# **Article I. Nature of Project:**

1. <u>General Information</u>. The South Texas Independent School District, (District) (hereafter called the "Owner") will receive Competitive Proposals for:

### New Athletic Fields Edinburg Site, Mercedes, TX – SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

(hereafter called the "Project") in accordance with the Drawings, Specifications, and other Contract Documents prepared by Gomez Mendez Saenz, Inc. (hereafter called "Architect") dated May 31, 2024. This Request for Competitive Seal Proposals ("CSP") is the only step for selecting a General Contractor for the Project as provided by Chapter 2269, Subchapter D of the Texas Government Code. The CSP provides the information necessary to prepare and submit Competitive Proposals for consideration and ranking by the Owner. The Owner may select the Proposal that offers the "best value" for the District based on the published selection criteria and weight of criteria, and on its ranking evaluation. As indicated herein, factors other than price will be considered in making this determination. Following evaluation and ranking of the Proposals by an evaluation committee, and approval of the rankings by the District's Board of Director, the District may first attempt to negotiate a contract with the selected Proposer. As permitted by statute, the District may discuss with the selected Proposer options for a scope or time modification and any price change associated with the modification. If the District is unable to reach a contract with the selected Proposer, the District may formally end negotiations with that Proposer and proceed to the next ranked Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.

# 2. <u>Project Description and Scope.</u>

The Project will generally include the following Scope of Work: Site Preparation and Construction New Athletic Fields Edinburg Site — Mercedes, TX for South Texas Independent School District, to be located at 510 Sugar Road Edinburg, Texas 78539. The scope of the Project is more specifically described in the Drawings, Specifications, and other Contract Documents for the Project prepared by the Architect, dated May 31, 2024.

# 3. *Points-of-Contact.*

a. The Owner designates the following person, as its District representative with regard to this RFP.

Dr. Marco Antonio Lara Jr., Ed. D Superintendent of Schools - South Texas Independent School District

7001 E. Expressway 83. Mercedes, TX 78570

Telephone: 956-565-2454

E-Mail: tony.lara@stisd.net

Marla Knaub, Assistant Superintendent for Finance & Operations - South Texas Independent School District

7001 E. Expressway 83. Mercedes, TX 78570

Telephone: 956-514-4222

E-Mail: marla.knaub@stisd.net

Frank Trevino, Construction Manager - South Texas Independent School District

7001 E. Expressway 83. Mercedes, TX 78570

Telephone: 956-514-4266

E-Mail: <a href="mailto:frank.trevino@stisd.net">frank.trevino@stisd.net</a>

b. The Owner designates the following person, as its Architect representative regarding the technical Drawings and Specifications:

Mr. David Monreal, AIA

Gomez Mendez Saenz, Inc.

1150 Paredes Line Road

Brownsville, Texas 78521

Phone: 956-546-0110

E-Mail: <a href="mailto:dmonreal@gmsarchitects.com">dmonreal@gmsarchitects.com</a>

Respondents shall restrict its contact with the Owner and direct all questions regarding this CSP, including questions regarding terms and conditions, to the District Representative, Program Consultant or Architect. Do not contact members of the Board of Director or any other employee of the South Texas Independent School District. Contact with any of these prohibited individuals after issuance of the CSP and before selection is made, may result in disqualification of your proposal.

**Article II. Form of Proposals:** 

- 1. Proposals must be submitted in by mail, or hand delivered "New Athletic Fields Edinburg Site Competitive Seal Proposal # CSP 25-010 and bearing the name and address of the Proposer. Proposals are to be addressed to the Board of Directors, South Texas Independent School District, and are to be delivered to the Administration Office of South Texas ISD, Attn: Dr. Marco Antonio Lara, Superintendent of Schools South Texas Independent School District, 7001 E. Expressway 83., Mercedes, TX 78570 prior to 2:00 o'clock p.m. CST, June 25, 2024. At such time and date, the Proposals will be publicly opened, and the names of each Proposer and the prices stated in each Proposal will be read aloud and in person at South Texas ISD South Texas ISD Administration, located at 7001 E. Expressway 83., Mercedes, TX 78570. Proposals received after the deadline will not be accepted and will be returned unopened to the Proposer.
- 2. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. **Eight (4) sets** of the proposal response are required, including one original set. The original set should be labeled "ORIGINAL" and contain original signatures, preferably in blue ink. The remaining sets are to be copies of the original and are to be labeled "COPY". Respondents are expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ITEMS REQUIRED HEREIN MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

The proposal shall be submitted in the order set forth below. Each section should be separated by a tab or divider of some kind to indicate the response to the individual request for information:

- A. MONETARY PRICE PROPOSAL. Provide a Stipulated Sum Price Proposal for all labor, services, materials, tools, equipment, and supervision necessary for final completion of construction of the Project in accordance with the Project Schedule, Contract Documents (including General, Supplementary and other Conditions of the Contract), Drawings and Specifications, Addenda and other Construction Documents provided. Proposer's Offer shall include no amount for sales or use taxes for which District is exempt. Such taxes shall not be reimbursable costs. Proposer's Monetary Proposal shall be prepared on the form attached hereto as RFP Attachment A.
- B. PROPOSER QUALIFICATION GENERAL QUESTIONNAIRE: Complete and submit the

Proposer Qualification General Questionnaire, RFP Attachment A-1.

- C. <u>FELONY CONVICTION NOTIFICATION:</u> Complete, sign and submit the Felony Conviction Notification Form, *RFP Attachment B*.
- D. <u>NON-COLLUSION AFFIDAVIT</u>: Complete and submit the Non-Collusive Affidavit of Prime Proposer, *RFP Attachment C.*
- E. <u>BID SECURITY</u>. Submit Bid Security documents as required by Article III. of this Request for Competitive Sealed Proposals.
  - G. <u>CONFLICT OF INTEREST QUESTIONNAIRE</u>. (CIQ). Complete, sign and submit the Conflict of Interest Questionnaire attached as *RFP Attachment D*.
  - H. <u>SIGNATURE PAGE</u>: Complete, sign and submit Signature Page, *RFP Attachment E.* The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
- 2. Proposals must be submitted on the forms promulgated by Owner and accompanied by bid security as set out in Article III. below. No Proposal shall be made orally, by telephone, by facsimile ("fax") transmission or by any

- other electronic means. All proposals shall be computed exclusive of the Texas Sales Tax; that is, such tax shall not be added to the amount offered for the construction of the Project
- 3. A proposal may be withdrawn by hand-delivered written document or fax request received by Owner prior to the time fixed for opening. Two signed copies of any such written or fax withdrawal should be forwarded immediately to Owner in a sealed opaque envelope properly marked to identify the contents.
  - 5. Owner reserves the right to request supplemental information of any and all Proposers to aid the Owner in the evaluation process.

# Article III. Bid Security:

1. Proposer must submit a certified or cashier's check or proposal bond, made payable to the South Texas Independent School District, executed by a corporate surety acceptable to the District, which is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the

Treasury's Listing of Approved Sureties (Dept Circular 570).

- 2. The bond amount or check shall be in the amount 5% of the of the largest possible total of the Proposer's Monetary Proposal. The Proposal Bond must be valid for sixty (60) days following the deadline for submission of proposals; must be conditioned upon the Contractor entering into the Contract in writing with the Owner in accordance with terms of the proposal, and furnishing such bonds and other instruments as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company; and reflect that the signatory to the bond is a designated Attorney-in-Fact.
- 3. Time is of the essence, and the award of the contract to the successful Proposer is expressly conditioned upon (i) the Proposer's execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Proposer is notified of the acceptance of its Proposal, and (ii) the Proposer's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Proposer fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Proposer, or may reject all Proposals.
- 4. The Bid Security deposited by all Proposers will be released/returned at such time as the Construction Contract has been executed by the successful Proposer. However, if Owner fails to accept any proposal within sixty (60) days after the date scheduled for opening of proposal and a Proposer withdraws its proposal, its bid security will be released/returned upon withdrawal.

# Article IV. Selection Criteria and Methodology

1. Evaluation and ranking will be based on the Proposer's responses to the Proposer's Monetary Proposal and the Proposers Questionnaire attached hereto as **RFP Attachment A and A-1 and the criteria specified below** (weighted as indicated, against a total amount of 100%):

25%	PRICE
	The amount of Proposer's price proposal
20%	EXPERIENCE & BACKGROUND  The Proposer's experience and background, based upon information provided by the Proposer and on other information obtained by references; previous experience with the Owner (4 points); recent experience (4 points); experience on similar projects for other school districts (4 points); record of on-time completion (4 points); experience in the South Texas area (4 points), and.
35%	PERFORMANCE & QUALIFICATIONS  The performance and quality of the Proposer's services and completed projects, including its key personnel (5 points), record of claims and litigation (3 points), ability to schedule on-time (5 points) and in-budget completion (5 points), approach to communications (4 points), reputation for consistent on-going support, including warranty services (5 points),

	ability to maintain professionalism and resolve conflicts (5 points), and satisfactory safety record (3 points).
20%	FINANCIAL RESOURCES & STABILITY  Proposer's resource capability as it relates to Proposer's ability to appropriately manage and oversee a Project of this size and scope as supported by documentation, provided by Proposer, including available resources (10 points), financial stability (5 points), and financial ability to perform the contract (5 points).

2. By submitting its Proposal, the Proposer agrees and understands that the Owner shall not be obligated to award a construction contract for this project strictly on the basis of the lowest monetary offer

proposed. THE PROPOSER ALSO AGREES TO WAIVE ALL RIGHTS TO CLAIMS AGAINST THE DISTRICT, OR PERSONS AUTHORIZED BY THE DISTRICT, INCLUDING THE DISTRICT'S ARCHITECT, FOR ANY DAMAGES WHATSOEVER ARISING FROM THE OWNER'S OR SAID PERSON'S EVALUATION OF THE PROPOSER'S PROPOSAL AND/OR QUALIFICATIONS TO PERFORM THIS SPECIFIC PROJECT.

- 3. <u>ACCEPTANCE OF EVALUATION METHODOLOGY</u>: By submitting its Proposals in response to this RFP, the Respondent accepts the evaluation process and methodology, and further, acknowledges and accepts that determination of the "best value" offeror will require subjective judgments by the Owner.
- 4. If required by the Owner after the receipt of competitive sealed proposals, additional project cost modifications may be requested for further negotiations.
- 5. Note: During the course of the selection process, the proposals are exempt from disclosure to the public under the Texas Public Information Act, because they contain information that, if released, would give advantage to a competitor or bidder. The proposals will however, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your proposals will contain commercial or financial information which are privileged or confidential by statute, or which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time the request is made for disclosure, however you will need to consult your legal counsel to assure that this kind of information, if included, is properly marked as confidential <u>prior to submission</u>.

# Article V. Examination of Contract Documents & Site:

 The Contract Documents including the Drawings and Specifications and General Conditions incorporated by reference are on file at the following, where they may be inspected during regular business hours without charge:

A.G.C. Office Exchange: Pharr, Corpus Christi, and San Antonio, Texas McGraw Hill Construction: San Antonio, Texas

Construction Market Data: Norcross, GA Virtual Builders: San Antonio, Texas

- 2. A set of the Contract Documents may be obtained at RGV Reprographics, 519 South Broadway St., McAllen, Texas 78501 (956) 686-1525 for \$400.00 (four-hundred dollars and no cents), which deposit will be refunded upon return of the documents in good condition, within 10 days after the submission deadline. The shipping and/or postage expense of the delivery and return of Contract Documents shall be at the offeror's expense.
- 3. If any Proposer is in doubt as to the meaning of any part of the Drawings, Specifications, or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission or conflict in such Contract Documents, he shall immediately call the Architect's attention to same by written notice or request for an interpretation of same. If such written notice or request is delivered to the Architect prior to 72 hours before the deadline for receipt of Proposals, the Architect shall issue a written addendum, forwarded to all persons who, to the knowledge of the Architect, are prospective Proposer setting out any corrections to such Contract Documents or the Architect's interpretation thereof, as the case may be. Any opinion expressed by Architect in interpreting the Contract Documents shall not be binding upon Owner, nor does Architect warrant that the Owner will accept his interpretation of such documents.

- 4. Each Proposer, before submitting his Proposal, shall fully examine and acquaint himself with the Contract Documents and the site of the proposed Project. He shall make such investigations as he may deem necessary to fully inform himself of the existing conditions, facilities, difficulties, restrictions and requirements incident to completion of the Project under the terms of the Contract.
- 5. Failure of the Proposer to acquaint himself adequately with the site and such conditions, facilities, difficulties, restrictions and requirements will not relieve him of his obligation to perform the entire Contract at the price set forth in this proposal.

# **Article VI.** Contract Documents, Drawings and Specifications:

1. The form of Construction Contract utilized for this Project shall be the *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM (AIA Document A101-2017)* as amended by Owner; the *General Conditions of the Contract for Construction,* 

AIA Document A201-2017, as amended by the Owner, Copies of these form of documents are attached hereto as **Appendix A-1 and A-2** respectively.

### Article VII. Addenda:

1. Changes in or official interpretations of the Contract Documents will be made only by written addenda. Receipt of all addenda issued by Architect shall be acknowledged in each Proposer's proposal and shall constitute a part of the final contract. It is the duty of each Proposer to obtain any and all addenda and failure of a Proposer to receive any addendum will not release him from any obligation under his Proposal. However, if any Proposer fails to receive any addendum, and his offer is otherwise determined to represent the best value to the Owner, the contract may be awarded to him and the changes in the work set out in the addendum will be incorporated into the contract by a change order, with a corresponding adjustment in the contract price to be made as provided in the Conditions of the Contract.

### **Article VIII. Award of Contract:**

- 1. Owner reserves the right to reject any or all Proposals. There will be no contractual obligation on the part of the Owner to any Proposer, nor will any Proposer have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Proposer have either been so fulfilled by the Proposer or waived in writing by the Proposer or waived in writing by the Owner.
- 2. The process for awarding the contract shall be conducted in accordance with Chapter 2269, Subchapter D of the Texas Government Code:
  - a. On the proposal due date, the district will receive publicly open, and read aloud the names of the Proposers and all prices and qualifications stated in each proposal. Within a reasonable time, not to exceed forty-five (45) days after the date of opening the proposals, a committee to which the Board of Director has delegated this duty, will evaluate and rank each proposal submitted in relation to the criteria and weight of criteria set out herein. Based on this evaluation and ranking by the Evaluation Committee and its recommendation, the Board of Director will select the Proposer that offers the best value for the District. In determining best value, the District is not restricted to considering price alone, but may consider any other factors stated in the selection criteria set out herein.
  - b. Utilizing this ranking, the district will attempt to negotiate an agreement with the selected Proposer. During such negotiation, the District and its engineer or architect may discuss with the selected Proposer options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a contract with the first selected Proposer, the district will, formally and in writing, end negotiations with that Proposer and proceed to the next Proposer in the order of the selection ranking until a contract is reached or all proposals are rejected.
  - c. If an agreement is reached, the selected Proposer shall, within ten (10) days after notice that its proposal has been accepted execute the negotiated contract for construction with the Owner and shall furnish the Performance and Payment Bonds in forms acceptable to the Owner.

### **Article IX. Performance & Payment Bonds:**

1. As a political sub-division of the state the District is required to obtain both performance and payment bonds. Performance bonds are required when the entire transaction (both original amount and the total of all changes, updates and additions) total over \$100,000. Payment bonds are required when the entire transaction (both original amount and the total of all charges, updates and additions) total over

\$25,000. For this Project both **Performance and Payment Bonds in the full amount of the Contract Sum will be required.** Neither bond is required to be submitted with the original proposal submission; however, the Selected Proposer will be required to furnish a Performance Bond and a Payment Bond on forms acceptable to the Owner, at the time of execution of the Construction Contract and shall include the premiums for such bonds in Proposer's bid.

- 2. Such bonds must be written by a company, or companies, acceptable to and approved by Owner. Owner will not accept a bond written by any company which does not meet all of the following requirements:
  - a. The bond must be executed by a corporate surety or corporate sureties duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.
    - b. The surety or sureties executing such bond must be listed in the most current issue of the
  - U.S. Department of Treasury Circular 570 (hereinafter called "Circular 570") as an acceptable surety

to execute bonds for federal projects.

c. The amount for which the bond is written shall not exceed the underwriting limitation prescribed by Circular 570 for the surety or sureties executing such bond.

# Article X. Wage Scale:

- 1. The construction of this Project is subject to Chapter 2258 of the Texas Government Code. Among other things, this Chapter provides that it shall be mandatory for a Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.
- 2. In accordance therewith, the Owner has adopted the prevailing wage scale published for this area by the Department of Labor. A copy of the most recent schedule of Prevailing Wages published on the DOL website, for projects of this kind, is attached as **Appendix B**, to this Request for Proposals, and not less than this established scale must be paid on the project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- 3. If the Contractor or any of its Contractors or Subcontractors violate the provisions of the Prevailing Wage Statute above, by failing to pay the required prevailing wage to worker employed by it in the execution of the contract, the Contractor shall be required to pay the Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

# Article XI. Insurance and Indemnity:

- 1. If selected, Proposer will be required to comply with the following Insurance and Indemnification Requirements below:
  - a. <u>Insurance</u>: The Agreement which the successful Proposer will asked to enter into will contain a requirement that it shall provide and maintain certain insurance as required by the District, including, but not limited to general liability, automobile liability, and workers' compensation insurance. Such insurance shall be written for not less than the limits set out in the Article 11 of the *General Conditions of the Contract for Construction, AIA Document A201- 2017*, as amended by the Owner, attached hereto as *Appendix A-2*, or greater if required by law, and will comply with the requirements stated therein.
  - b. <u>Indemnification</u>. The Agreement which the successful Proposer will be asked to enter into will contain Indemnity provisions which are included in Section 3.18 (including subparts) of the *General Conditions of the Contract for Construction, AIA Document A201-2017*, as amended by the Owner, attached hereto as *Appendix A-2*,

### **Article XII.** Conflicts of Interest:

1. Proposer acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods,

or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7th business day after the date that the person:

- (1) begins contract discussions or negotiations with the District; or (2) submits to the District an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <a href="https://www.ethics.state.tx.us">www.ethics.state.tx.us</a> and is attached hereto as **RFP Attachment E**.
- 2. Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a firm contracting with the District, using the form and procedure established by the Texas Ethics Commission, at the same time it submits a signed contract, if the contract award requires action or a vote by the Board of Director **or** the value of the Contract awarded as a result of the solicitation is at least One Million Dollars (\$1,000,000.00). The form requires disclosure of any "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury. A copy of

Form 1295 and further information about the process required is attached hereto as **Appendix C.** By submission of its Response to the RFQ, Respondent agrees that upon contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code. **Note:** The Disclosure of Interested Parties Form may only be filed electronically and **IS ATTACHED TO THIS RFQ FOR REFERENCE ONLY**. Please consult your own legal advisor if you have questions regarding the statute or form.

# **Article XIII. Independent Contractor:**

Proposer agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract shall be deemed to be independent contractor(s), responsible for their respective acts or omissions, and that District shall in no way be responsible for Proposer's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

# **Article XIV. Criminal Background Checks:**

Texas Education Code §22.08341 requires that the Contractor obtain criminal history record information ("CHRI") on **Covered Employees** with **Disqualifying Criminal Histories** (each defined below). These persons are prohibited from serving at a school district. Because of restrictions on what entities may access such information, the Contractor will be required prior to commencement of work under this Agreement, using the process established by the Owner, Contractor will be required to arrange with the Owner to obtain the national criminal history record information ("CHRI") on all of Contractor's employees, independent contractors, agents, or Subcontractors, Contractor's Subcontractors of every tier ("Subcontractors"), if any of these persons is a "Covered Employee" as defined by the Statute, i.e. the person has or will have continuing duties related to the contracted for services, and said person has or will have the opportunity for direct contact with students in connection with those continuing duties. Contractor will also be required to reimburse the Owner for the costs and expenses associated with obtaining the criminal history information by entering into the proposed Contract Documents will be required to agree to accept the Owner's interpretation of the report as to whether any Covered Employee has been determined to have a Disqualifying Criminal History and will be required to be excluded from assignment to the Project.

### Article XV. Considerations/Requirements for Construction on Educational Facility Premises.

- 1. As the General Contractor on the Project(s) Proposer will be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces on the Project Site(s). The Proposer recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractors' forces consistent with the nature of the work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractors or employees or students of the Owner by employees of the Contractors is strictly forbidden.
- 2. Proposer should also take into consideration that the campus on which the Project is constructed may be operational during all or some of the construction and may cause delay or scheduling conflicts. By submission of a proposal, the Proposer represents that this has been taken into account in making its proposal.

BID PROPOSAL FORM (GENERAL CONTRACT)

Project:	South Texas Ind. School District Athletic Fields – Edinburg CSP 25-010 Edinburg, Texas
Place:	South Texas Ind. School District, 7001 E. Expressway 83, Mercedes, Texas 78570
Date:	Tuesday June 25, 2024
Time:	2:00 p.m.
by Gomez Men thoroughly fam conditions affec and having fully within the time thereto, includi	and in compliance with the Invitation to Bid and the proposed Contract Documents, prepared dez Saenz, Inc. relating to the above referenced project, the undersigned, having become alliar with the terms and conditions of the proposed Contract Documents and with local cting the performance and costs of the work at the place where the work is to be completed, a inspected the site in all particulars, hereby proposes and agrees to fully perform the work at stated and in strict accordance with the proposed Contract Documents, and addenda, ng furnishing of any and all labor and materials for all General Construction and Site Work, ag sum of money:
	ID: ials, services and equipment, necessary for completion of the work shown on the drawings n the specifications.
	DOLLARS (\$
B. ALTERN Alternate No. 1	IATES: : Provide Beynon BSS100 Structural Spray Track System and Lane Markings
	DOLLARS (\$ )
Bond, Labor an work as per the	nis Contract the undersigned will execute a satisfactory Construction Contract, Performance d Material Payment Bond and proof of insurance coverage, with the Owner for the entire Contract Documents within 10 days after notice of award. It is agreed that this proposal is e Owner's acceptance for a period of Sixty (60) calendar days from the above date.
	vill require calendar days to substantially complete the project. Time I be submitted for review to the Architect, on a monthly basis.
	Certified Check or Bidders Bond in the amount of \$ in compliance with the quirements. (5% of the highest amount bid).
Contract (when	ck or Bidders Bond is to become the property of the Owner in the event the Construction offered by the Owner) and the bonds and proof of insurance coverage are not executed set forth above.
5. The undersig A. B. C.	gned agrees to the following:  To furnish all materials as shown and specified in the plans and specifications.  To start work <u>5</u> days after notice of award of contract.  To work working days per week.

full an		nces as specified in the (		peen included in the Base Bid nents, Division 1, of the specif	
7. Re	ceipt is acknowled	dged of the following ad	dendas:		
	No. No. No.	Dated Dated Dated	No. No. No.	Dated Dated Dated	
	dder agrees that nalities.	the Owner has the rig	ght to accept o	reject any or all bids and	to waive all
9.	included with t	his proposal in a separat	te envelope. Upo	are proposed to be used on the nacceptance of proposal, surith approval by the Owner.	
/C l	'C B' I I a d' a a a a a			Respectfull	y submitted,
(Seal -	- if Bidder is a corp	ooration)		Ву	
					Print
					Signature
					Title
				Company Name / Dusin	
				Company Name /Busir	iess Address
FILL IN	N APPLICABLE INF	ORMATION:			
A COF	RPORATION, Chart	tered in the STATE of	, authoi	ized to do business in the Sta	te of TEXAS.
A PAR	TNERSHIP, compo	osed of:			
AN IN	DIVIDUAL, operat	ing under the name of: _			

# **RFP ATTACHMENT A-1 PROPOSER QUESTIONNAIRE**

# **SECTION A - GENERAL INFORMATION**

1.	Company Information: Provide the following information regarding your company.	
	Name/Name of Organization/Company:	
	Address	
	State: Zip Code: Telephone: Fax:	
	Please attach the following information regarding business Organization (Corporation, Partnersh Individual, Joint Venture, Other): (1) the state where chartered; (2) names of all principals (office directors, partners, general or managing partners etc); and (3) if your organization was chartered outsit of the state of Texas, a statement regarding whether are you registered to do business in Texas.	ers,
2.	<b>Contact Information:</b> List the person who the District may contact concerning your proposal or setting dates f meetings.	or
	Name:	
	Address	
	State:Zip Code:Telephone:Fax:	
3.	Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, departure of key personnel within the next twelve (12) months that may affect the organization's ability to ca out its proposal?	
	Yes No No	
4.	Is your Company authorized and/or licensed to do business in Texas? Yes  No	
5.	Provide any other names under which your business has operated within the last 5 years.	
6.	<b>Debarment/Suspension Information:</b> Has the Company or any of its principals been debarred or suspended from contracting with any public entity?  Yes □ No □	
	If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstant surrounding the debarment or suspension, including but not limited to the period of time for suspension.	ces
7.	Surety Information: Have you or the Company ever had a bond or surety canceled or forfeited? Yes No	
	If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation forfeiture.	or
8.	<b>Bankruptcy Information:</b> Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?	
	Yes No No	
	If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.	

9.	<b>Contractor Default.</b> Have you or the Company defaulted and been removed from any construction Project in the last ten (10) years.
	Yes No No
	If yes, state the name and address of the individual or entity with whom the Project was contracted, the name of the Project, the date of removal and the reason for removal.
SE	CTION B – EXPERIENCE AND BACKGROUND
1.	<b>Past Experience on Similar Projects.</b> Identify the three most significant clients (whether school district or non-school district projects) and three school district clients for which the Proposer has provided services similar to the Scope of Services requested by this RFP, within the past 5 years. Include a brief description of the services provided, the dates of service, and a point of contact with name, address, and current fax, email, and phone number.
2.	<b>Past Experience with the District.</b> Has the Proposer performed work for the District within the last 5 years? If so, indicate if the work performed was as a prime contractor or as a subcontractor, the Project on which the work was performed, describe the work performed and the date performed.
3.	<b>Recent Experience.</b> What Projects, if any, of a similar size and nature has Proposer acted as General Contractor or Construction Manager in the last twelve (12) months.
	Scheduling Ability/On Time Completion/Proposed Substantial Completion Date For this Project
	What percentage of the Projects on which you have acted as General Contractor in the last five (5) years, have been completed on-time?Percent
	Of those not completed on-time, what was the cause of the delay and how did you address it?
	What is your proposed Substantial Completion Date for this Project?
4.	<b>Experience in South Texas.</b> Identify the three most significant clients (whether school district or non-school district projects) for which the Proposer has provided services similar to the Scope of Services requested by this RFP, within the past 5 years, in South Texas. Include a brief description of the services provided, the dates of service, and a point of contact with name, address, and current fax, email, and phone number.

### SECTION C - PERFORMANCE AND QUALIFICATIONS

- Key Personnel. Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope. Response provided should, at a minimum, include information regarding principals of your organization and proposed on-site project manager and/or construction superintendent and identification of the Subcontractors who you anticipate will be engaged on the Project.
- 2. **Record of Claims and Litigation.** Identify any claims or litigation filed against Proposer in the last 5 years related to Proposer's services, including any claims that went to mediation or arbitration. For each claim or lawsuit, identify what the party's claims against Proposer were and how they were ultimately resolved, including any monetary settlements reached between Proposer and claimant.
- 3. **Scheduling Ability.** Describe your scheduling abilities. Provide information on available resources, including total number of employees in your organization, number and location of offices, equipment available to support each Project.

Describe the major projects your organization currently has **in progress**, giving the name and location of project, your role on the project (i.e. Contractor, Construction Manager, or Other), the

contract amount or GMP, percent complete and scheduled completion date. Describe any impact your current projects might have on your ability to perform the work requested in this RFP. Include in your description your ability to commence work on the Project upon execution of the applicable Agreement.

- 4. **Communication.** Describe your overall approach and specific practices that assure good communication with the Architect and the District's project staff involved in the day-to-day progress of a Project and a description of a situation where your communications practices avoided a potential delay or cost overruns on a Project. Include in your description your standard practices to meet deadlines and stay on schedule.
- 5. **Budget.** Describe your standard practices with regard to keeping the Architect and Owner apprised of the status of budgetary challenges, if any. Describe a situation where you identified and resolved an over budget issue. Include in your description your standard practices to control costs and stay within budget.
- 6. **Post-Completion and Warranty Services.** Provide a list of any past projects within the last 5 years, for which you are aware of any issues which arose following completion of construction (whether within or outside of warranty) of your construction services, and if a determination of the cause of the problem was made, what that determination was.

If the determined cause was alleged to be, in whole or in part, related to your construction services, describe your involvement with resolving the claim and your interaction during the process with the client.

- 7. **References.** Please provide the names address, and current email and phone number of two (2) clients with whom you have worked in the last five (5) years who can provide a reference for your construction services, including your thoroughness, accuracy, reporting, recommendations and follow-through/responsiveness in working with them in connection with a post-construction issue.
- **8. Safety Record.** Provide a description of your safety measures or policies and procedures during the course of the Project, and describe your safety record.

### **SECTION C - FINANCIAL RESOURCES AND STABILITY**

- 1. **Resources**. Provide information on available resources, including total number of employees in your organization, number and location of offices, equipment available to support this Project.
- 2. **Stability.** Identify two financial references which can verify the financial stability of the firm. One of these references should be your current banking organization. For each, provide a point of contact with name, address, and current fax, email, and phone number.
- 3. Provide documentation demonstrating your firm's financial resources to provide the services requested in this RFP.

### **RFP ATTACHMENT B**

### FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been received by me and the following information furnished is true to the best of my

This notice is not required of a Publicly-Held Corporation.

Date Signed:

knowledge. Vendor's Business Name Authorized Company Official's Name (Printed) A. My firm is a publicly-held, stock-exchange corporation, therefore this requirement is not applicable. Signature of Company Official: Date Signed: B. My firm is not owned or operated by anyone who has been convicted of a felony. Signature of Company Official: Date Signed: C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies): 1. 2. 3. 4. Signature of Company Official:

# RFP ATTACHMENT C

# NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF TEXAS	§	
COUNTY OF	<b>§</b>	
		_, being first duly sworn, deposes and says this:
(1) He is of		(a partner or officer) (the firm of, etc.)
the Proposer who has submitted	d the attached pro	posal.
(2) He is fully informed respective circumstances respecting such Pro-		on and contents of the attached Proposal and of all pertinent
(3) That Proposal is genuine and	is not a collusive or	sham Proposal.
interest, including this affiant, has another Proposer, firm or person, the attached Proposal has been su manner, directly or indirectly, so Proposer, firm or person to fix the through any collusion, conspira Independent School District of M  (5) The price or prices quoted	as in any way collus, to submit a collus bmitted or to refrain tought by agreemen e price or prices with acy, connivance or dercedes, Texas or a fin the attached Proful agreement on the	partners, owners, agents, representatives, employees or parties in ided, conspired, connived or agreed, directly or indirectly, with live or sham Proposal in connection with the Contract for which in from proposing in connection with such Contract, or has in any it or collusion, or communication or conferences, with any other ith the attached Proposal or of any other Proposer, or to secure unlawful agreement any advantage against the South Texas any person interested in the proposed contract; and, possal are fair and proper and are not tainted by any collusion, a part of the Proposer or any of its agents, representatives, owners, int.
(Proposer's Business N	_	
(Proposer's Representa	ative Signature)	
(Proposer's Representa	ative Title)	
THIS AFFIDAVIT SHALL BE NOTAR	RIZED	
Subscribed and sworn	to before me on t	his,
		NOTARY PUBLIC, STATE OF TEXAS

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor?  Yes No	ikely to receive taxable income,
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?  Yes  No	
Tes No	
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.  Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003 (a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	officer or director, or holds an
7	10 E-10 E-10
Signature of vendor doing business with the governmental entity	Date

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor:
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

# Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals
      or bids, correspondence, or another writing related to a potential contract with the local
      governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

### **RFP ATTACHMENT E**

### SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Check $(\checkmark)$ the box that indicates business structure of Properties	oser		
☐ Individual/Sole Proprietorship ☐ Partnership or Joint V Type)	enture	n Dother Entity (State	
The undersigned certifies that (s)he is	ration then by resoluti y, named below, and to the terms and cond authority to execute an	ion with Certified Copy of that (s)he is authorized to litions provided for in the n Agreement on behalf of	of o e
11-digit Comptroller's Taxpayer Number	Employer	Identification	
Number Respondent Organization Name			
By:			
Printed Name:			
Title:			
By:(If Respondent is a Joint Venture, an authorized signature	6	<u> </u>	
(If Respondent is a Joint Venture, an authorized signature	from a representative of	of each party is required)	
Printed Name:			
Title:			

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Competitive Sealed Proposals, on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Competitive Sealed Proposals

By signing and executing this Proposal, I further certify on behalf of my organization and represent to the South Texas Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the South Texas Independent School District in connection with information regarding

this proposal, the submissior sale pursuant to this proposal	n of this proposal, th	e award of this prop	oosal or the perform	ance, delivery or

# **APPENDIX A-1**

AIA Document A101- 2017 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, as amended by Owner



# **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)

South Texas Ind. School District 7001 E. Expressway 83 Mercedes, Texas 78570 Telephone Number: 956-565-2454

### and the Contractor:

(Name, legal status, address and other information)

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

South Texas Ind. School District Athletic Field–Edinburg CSP 25-010 Edinburg, Texas

The Architect:

(Name, legal status, address and other information)

Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521 Telephone Number: 956-546-0110 Fax Number: 956-546-0196

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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.

### TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **CONTRACT SUM**
- **PAYMENTS**
- **DISPUTE RESOLUTION**
- TERMINATION OR SUSPENSION
- **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

### EXHIBIT A INSURANCE AND BONDS

#### THE CONTRACT DOCUMENTS ARTICLE 1

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.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

	]	The date of this Agreement.
[	]	A date set forth in a notice to proceed issued by the Owner.
Ε	]	Established as follows:  (Insert a date or a means to determine the date of commencement of the Work)

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.)

Init.

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[ ] Not later than ( ) o	calendar days from the date of commencement	of the Work.
[ ] By the following date	:	
	Contract Time as provided in the Contract Doc Completion of the entire Work, the Contractor following dates:	
Portion of Work	Substantial Completion Date	
§ 3.3.3 If the Contractor fails to achie any, shall be assessed as set forth in S	eve Substantial Completion as provided in this Section 4.5.	Section 3.3, liquidated damages, if
	actor the Contract Sum in current funds for the (\$ ), subject to additions and deductions as	
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in	the Contract Sum:	
ltem	Price	
	ed below, the following alternates may be acce cceptance, the Owner shall issue a Modification	on to this Agreement.
	conditions that must be met for the Owner to a	accept the alternate.)
	conditions that must be met for the Owner to a	accept the alternate.)  Conditions for Acceptance
(Insert below each alternate and the	Price	•
(Insert below each alternate and the <a href="https://linear.ncbi.nlm">ltem</a> § 4.3 Allowances, if any, included in	Price	•
(Insert below each alternate and the Item  § 4.3 Allowances, if any, included in (Identify each allowance.)  Item  § 4.4 Unit prices, if any:	Price the Contract Sum:	Conditions for Acceptance
(Insert below each alternate and the Item  § 4.3 Allowances, if any, included in (Identify each allowance.)  Item  § 4.4 Unit prices, if any:	Price the Contract Sum:  Price	Conditions for Acceptance
(Insert below each alternate and the Item  § 4.3 Allowances, if any, included in (Identify each allowance.)  Item  § 4.4 Unit prices, if any: (Identify the item and state the unit page 1)	Price  the Contract Sum:  Price  Price  rice and quantity limitations, if any, to which is  Units and Limitations	Conditions for Acceptance the unit price will be applicable.)
(Insert below each alternate and the Item  § 4.3 Allowances, if any, included in (Identify each allowance.)  Item  § 4.4 Unit prices, if any: (Identify the item and state the unit politem  § 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated the right under the state of the stat	Price  the Contract Sum:  Price  Price  rice and quantity limitations, if any, to which to  Units and Limitations  dated damages, if any.)  Contract to assess liquidated damages for each out in the Contract that the work fails to be sub	Conditions for Acceptance  the unit price will be applicable.)  Price per Unit (\$0.00)

### 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 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the 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 () 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.)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

§ 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
  - .2 a final Certificate for Payment has been issued by the Architect.
- § 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.)

%

### ARTICLE 6 DISPUTE RESOLUTION

# § 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.)

δ	6.2	Bindin	a Disr	oute R	esolution

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.)* 

[	]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[	]	Litigation in a court of competent jurisdiction
]	]	Other (Specify)

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.

### ARTICLE 7 TERMINATION OR SUSPENSION

§ 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.

### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 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)

Marco Antonio Lara, Jr., Ed.D. 7001 E. Expressway 83 Mercedes, Texas 78570 Telephone Number: 956-565-2454

### § 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 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.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—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>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor
  - AIA Document A101<sup>TM</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.)

	Number	Date	Pages
.7	Addenda, if any:		
.0	Section	Title	Date Pages
.6	Specifications		
	Number	Title	Date
.5	Drawings		

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.)

Init.

[ ] 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:					
	Title		Date	Pages			
.9	[ ]	Supplementary and other	or Conditions of the Contra	act:			
	Docu	ument	Title	Date	Pages		
Document A201 <sup>TM</sup> _2017 provides that the advertisement or invitation to bid, Instructions to Bi sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or pro requirements, and other information furnished by the Owner in anticipation of receiving bids of proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any s documents should be listed here only if intended to be part of the Contract Documents.)					idding or proposal eiving bids or ement. Any such		
This Agreem	ent entere	ed into as of the day and y	ear first written above.				
OWNER (Signature)			CONTRACT	CONTRACTOR (Signature)			
Marco Anto	onio Lara,	Jr., Ed.D., Superintenden	t of				
(Printed na.	me and tii	le)	(Printed na	me and title)			

# Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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South Texas Ind. School District 7001 E. Expressway 83 Mercedes, Texas 78570 Telephone Number: 956-565-2454

South Texas Ind. School District Athletic Field–Edinburg CSP 25-010 Edinburg, Texas

...

Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521 Telephone Number: 956-546-0110 Fax Number: 956-546-0196

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Marco Antonio Lara, Jr., Ed.D.
7001 E. Expressway 83
Mercedes, Texas 78570
Telephone Number: 956-565-2454

PAGE 8

Marco Antonio Lara, Jr., Ed.D., Superintendent of Schools

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User Notes:

# **APPENDIX A-2**

AIA Document A201-2017 - General Conditions

of the Contract for Construction, as amended by Owner



# General Conditions of the Contract for Construction

## for the following PROJECT:

(Name and location or address)

South Texas Ind. School District Athletic Field–Edinburg CSP 25-010 Edinburg, Texas

#### THE OWNER:

(Name, legal status and address)

South Texas Ind. School District 7001 E. Expressway 83 Mercedes, Texas 78570

#### THE ARCHITECT:

(Name, legal status and address)

Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521

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#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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**Progress and Completion** 

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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, Sub-subcontractors, 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## § 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 protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202<sup>TM</sup>–2013, Project Building Information Modeling Protocol Form, 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.

#### 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.
- § 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.
- $\S$  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 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.

#### § 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, 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,
  - 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 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

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, 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 Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - assignment is effective only after termination of the Contract by the Owner for cause pursuant to 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.

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

- § 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.

#### § 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:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, 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;
- .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.

#### § 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 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;
  - 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;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When 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.

### § 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 start-up, 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.

#### § 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;
  - .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
  - 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.

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, 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.

### ARTICLE 11 INSURANCE AND BONDS

## § 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 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, sub-subcontractors, 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 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.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- **§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction 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 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;
  - 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 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 Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors 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:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 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
  - 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;
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the 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.

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### § 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

- 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.

**User Notes:** 

- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, 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 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.

**User Notes:** 

### Additions and Deletions Report for

AIA® Document A201® - 2017

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### PAGE 1

South Texas Ind. School District Athletic Field–Edinburg CSP 25-010 Edinburg, Texas

South Texas Ind. School District 7001 E. Expressway 83 Mercedes, Texas 78570

Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521

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User Notes:

# APPENDIX B PREVAILING WAGE

"General Decision Number: TX20240255 01/05/2024

Superseded General Decision Number: TX20230255

State: Texas

Construction Type: Building

County: Hidalgo County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered | . Executive Order 14026 | linto on or after January 30, | generally applies to the | 2022, or the contract is | contract. | linear l

after January 30, 2022:		<pre>least \$17.20 per hour (or  </pre>
1		the applicable wage rate
1		listed on this wage
1		determination, if it is
		higher) for all hours
		spent performing on the
		contract in 2024.
If the contract was awarded on	١.	Executive Order 13658
or between January 1, 2015 and		generally applies to the
January 29, 2022, and the		contract.
contract is not renewed or	.	The contractor must pay all
extended on or after January		covered workers at least
30, 2022:		\$12.90 per hour (or the
		applicable wage rate listed
		on this wage determination,
1		if it is higher) for all
		hours spent performing on
		that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/05/2024	

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	.\$ 37.00	24.64
_		
ENGI0178-005 06/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	.\$ 32.85	13.10
(2) Cranes with Pile		
Driving or Caisson		
Attachment and Hydraulic		
Crane 60 tons and above	.\$ 28.75	10.60
(3) Hydraulic cranes 59		
Tons and under	.\$ 32.35	13.10
-		

IRON0084-011 06/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL\$ 27.51	8.13	
PLUM0412-004 04/01/2013		
Rates	Fringes	
PLUMBER\$ 31.14		
SUTX2014-031 07/21/2014		
Rates	Fringes	
BRICKLAYER\$ 16.17	** 0.00	
CARPENTER\$ 14.21	** 2.22	
CEMENT MASON/CONCRETE FINISHER\$ 12.46	** 0.00	
ELECTRICIAN\$ 18.44	4.53	
INSULATOR - MECHANICAL		
(Duct, Pipe & Mechanical		
System Insulation)\$ 11.54	** 2.17	
IRONWORKER, REINFORCING\$ 12.01	** 0.00	
IRONWORKER, STRUCTURAL\$ 15.04	** 4.34	
LABORER: Common or General\$ 8.00	** 0.00	

LABORER:	Mason Tender - Brick\$	10.00	**	0.00
LABORER:	Mason Tender -			
Cement/Con	crete\$	10.89	**	0.96
LABORER:	Pipelayer\$	11.00	**	3.47
LABORER:	Roof Tearoff\$	10.06	**	0.00
OPERATOR:				
Backhoe/Ex	cavator/Trackhoe\$	14.04	**	1.01
	Bobcat/Skid Loader\$	12 02	4.4	0 00
Steer/Skia	Loader	13.93	* *	0.00
OPERATOR:	Bulldozer\$	18.29		1.31
OPERATOR:	Drill\$	16.22	**	0.34
OPERATOR:	Forklift\$	14.83	**	0.00
OPERATOR:	Grader/Blade\$	10.00	**	0.00
OPERATOR:	Loader\$	12.87	**	0.70
OPERATOR:	Mechanic\$	17.00	**	0.00
OPERATOR:	Paver (Asphalt,			
Aggregate,	and Concrete)\$	16.03	**	0.00

OPERATOR: Roller\$ 12.70 **	0.00
PAINTER (Brush, Roller, and	
Spray)\$ 11.27 **	0.00
PIPEFITTER\$ 15.22 **	3.16
ROOFER\$ 11.42 **	0.00
SHEET METAL WORKER (HVAC Duct	
Installation Only)\$ 18.40	2.12
SHEET METAL WORKER, Excludes	
HVAC Duct Installation\$ 21.13	6.53
TILE FINISHER\$ 11.22 **	0.00
TILE SETTER\$ 12.15 **	0.00
TRUCK DRIVER: Dump Truck\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer	
Truck\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

### **APPENDIX C DISCLOSURE OF**

### **INTERESTED PARTIES**

Under certain circumstances, the District is required to comply with Texas Government Code, Section 2252.908, <u>Disclosure of Interested Parties</u>. If the District is entering into a contract with a "business entity" (defined below) which requires action by the Board of Director or which has a value of the contract is at least \$1 million, Section 2252.908, requires the District obtain a Disclosure of Interested Parties Form 1295 from the contracting business entity that, at the time the contract is signed binding the parties. The form requires disclosure of each "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury.

Since the Respondent qualifies as a "business entity" and the contract to be entered for this solicitation is for a value greater than \$1 Million or requires action or a vote by the Board of Director the selected Respondent will be required complete and submit Form 1295. **THE FORM MAY ONLY BE FILED ELECTRONICALLY.** 

Form 1295 must be submitted on the form promulgated by the Texas Ethics Commission and in compliance with the Commission's rules, at the time the business entity submits the signed contract to the District. The form must be completed electronically and the process for doing so can be found at the Texas Ethics Commission website at: <a href="https://www.ethics.state.tx.us/whatsnew/elf-info-form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf-info-form1295.htm</a>. The filing process will include:

- 1. Completing Form 1295 electronically with the Texas Ethics Commission using the online filing application. The portal for completion of Form 1295, instructions for completion and answers to Frequently Asked Questions can be found at the Texas Ethics Commission website: <a href="https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm</a>
- 2. Printing a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)
- 3. Having an authorized agent of the business entity sign the form before a notary public.
- 4. **Submitting** the completed, signed and notarized Form 1295, showing the certification of filing with your signed contract.

The District will then acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract is executed by the District, binding all parties to the Contract. Within seven (7) business days after receiving acknowledgement from the District the Texas Ethics Commission will post the completed Form 1295 to its website.

A copy of the current Form 1295 is attached hereto for your reference. You are encouraged to contact your own legal counsel with any questions you may have about the process.

The following definitions apply:

- **1.** "Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV'T CODE §2252.908(1).
- 2. "Interested Party" means a person:
  - a) who has a controlling interest in a Business Entity with whom the District contracts; or
  - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the Business Entity. TEX. GOV'T CODE § 2252.908(3).
- **3.** *"Controlling interest"* means:
  - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **4.** "Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a) receives compensation from the business entity for the person's participation;
  - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).



NEW ATHLETIC FIELDS EDINBURG SITE SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT 7001 E. EXPRESSWAY 83 MERCEDES, TX 78570

# PROJECT MANUAL

BID NO. CSP 25-010 ARCHITECT'S PROJECT NO. S2000724

ARCHITECTS - PLANNERS GOMEZ MENDEZ SAENZ ARCHITECTS 1150 PAREDES LINE ROAD BROWNSVILLE, TX 78521 (956)546-0110



# New Athletic Fields CSP#25-010 Edinburg Site World Scholars Campus

# **ARCHITECTS - PLANNERS**

Gomez Mendez Saenz, Inc.

### CONSULTANTS

Melden & Hunt Engineering Ethos Engineering SSP Design



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### DOCUMENT 000101 - PROJECT TITLE PAGE

### 1.1 PROJECT MANUAL

- A. New Sports Fields at Edinburg Campus
- B. South Texas ISD
- C. Edinburg, Texas
- D. Architect Project No. S2000724



- E. GMS ARCHITECTS
- F. GMS Architects
- G. 1150 Paredes Line Road
- H. Brownsville, TX 78521
- I. Phone: 956.546.0110
- J. Issued: May 23, 2024

END OF DOCUMENT 000101

PROJECT TITLE PAGE 000101 - 1

## Document 000200 REQUEST FOR COMPETITIVE PROPOSALS

**PROJECT and PROJECT NO:** South Texas I.S.D. Athletic Fields

Competitive Seal Proposal #:

CSP 25-010 – Edinburg Athletic Fields CSP 25-011 – Mercedes Athletic Fields

Architect Project #: \$2000724

**DUE DATE AND TIME:** Tuesday June 25, 2024 @ 2:00 p.m. C.S.T.

South Texas ISD - Administration

7001 E. Expressway 83 Mercedes, Texas 78570

PRE-BID CONFERENCE:

Wednesday, June 12, 2024 @ 09:00 a.m. C.S.T.

South Texas ISD - Administration

7001 E. Expressway 83 Mercedes, Texas 78570

SITE VISIT:

Will proceed after Pre-Bid Conference as follows

Mercedes Complex (100 Med High Drive, Mercedes, TX 78570) then to

Edinburg Complex (510 S. Sugar Rd Edinburg, TX 78539)

**ARCHITECT:** 

Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, Texas 78521

(956) 546-0110

Specification packages will be available at RGV Reprographics, 519 South Broadway Street, McAllen, TX 78501-4903, (956) 686-1525, in accordance with the Instructions to bidders upon the deposit of four hundred dollars (\$400.00) for each set of documents. Deposit of bonafide bidders will be returned in full if complete Contract Documents are returned in good condition within ten (10) days after bid opening. The shipping and/or postage expense of the delivery of Contract Documents shall be at the bidder's expense.

Proposals must be on a lump sum basis including General Contract, Civil, Electrical and Mechanical work. Proposal security in the amount of five percent (5%) of the largest possible total of proposal submitted must accompany each proposal in accordance with the Instruction to Bidders. Performance and payment bonds for one hundred percent (100%) of the contract value will be required upon issuance of contract.

South Texas ISD Business Office will receive request for competitive sealed proposals for **South Texas ISD Athletic Fields Seal Proposal #: CSP 25-010 and CSP 25-011** no later than 2 PM CST, Tuesday, June 25, 2024. Late submittals will not be considered. South Texas ISD will be accepting sealed CSP on hardcopy through the mail or hand delivery to South Texas I.S.D. Business Office, 7001 E. Expressway 83, Mercedes, Texas 78570 by the date and time specified, and it must be clearly labeled **South Texas ISD Athletic Fields Seal Proposal #: CSP 25-010 or CSP 25-011** 

The awarding of the proposals will take place at a public South Texas ISD board meeting. The Board of Directors of South Texas I.S.D. reserves the right to accept, reject any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the South Texas ISD or to award the proposal to the most responsible offeror which best serves the interest of the South Texas I.S.D.

Contract documents may be examined at the following plan rooms:

Corpus Christi San Antonio

<sup>\*</sup> Builders Risk Insurance is required equal to amount of Bid (including Alternates).

# SECTION 00201 INSTRUCTIONS TO BIDDERS

### PART 1 - INSTRUCTIONS TO BIDDERS

- 1.1 Instructions to Bidders
  - A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
    - 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.
  - B. Bidders shall submit their bid in the following formats:
    - 1. Original Hard Copy
    - 2. (3) Copy of Original Hard Copy

### **PART 2 – SELECTION CRITERIA**

1.1 The following criteria shall be used by the Owner for the ranking and selection of Bidders

### A. PRICE (25%)

**B. CONSTRUCTION EXPERIENCE AND PERFORMANCE** 

### **1. EXPERIENCE (20%)**

- a. Business Experience
- b. Location
- c. South Texas Experience
- d. Project Management
- e. Superintendent Experience

### 2. PERFORMANCE (35%)

- a. Quality of Work / Documentation of Meetings
- b. Subcontractors List
- c. History of Meeting Deadlines
- d. Closing Out Projects
- e. Professionalism and Conflict Resolution
- f. Change Order Processing
- g. Safety Record

### 3. FINANCIAL STRENGTH (20%)

- a. Financial Statements
  - i. Independent Audited Financial Statements
  - ii. Review Audit or Compilation Report
  - iii. Bank Reference(s)
- b. Bonding
  - i. Treasury Listed Bond (Federal, State, or Unlisted Bond Co.)
  - ii. Bonding Capacity
- c. Bankruptcy History
- d. Litigation History
- e. Lawsuit History (Company or Owner)
- f. Criminal History

**END OF DOCUMENT 000200** 

INSTRUCTIONS TO BIDDERS 000200 - 1

### **DOCUMENT 002513 - PREBID MEETINGS**

### 1.1 PREBID MEETING

- A. **Owner** and **Architect** will conduct a Prebid meeting as indicated below:
  - 1. Meeting Date: June 12, 2024.
  - 2. Meeting Time: 10:30am local time.
  - 3. Location: South Texas ISD Administration

7001 E. Expressway 83 Mercedes, Texas 78570

Site visit to fields for Edinburg to be discussed at meeting.

- B. Attendance:
  - 1. Prime Bidders: Attendance at Prebid meeting is recommended.
  - 2. Subcontractors: Attendance at Prebid meeting is recommended.
- C. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
  - 1. Procurement and Contracting Requirements:
    - a. Advertisement for Bids.
    - b. Instructions to Bidders.
    - c. Bidder Qualifications.
    - d. Bonding.
    - e. Insurance.
    - f. Bid Security.
    - g. Bid Form and Attachments.
    - h. Bid Submittal Requirements.
    - i. Notice of Award.
  - 2. Communication during Bidding Period:
    - a. Obtaining documents.
    - b. Bidder's Requests for Information.
    - c. Bidder's Substitution Request/Prior Approval Request.
    - d. Addenda.
  - 3. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.
    - c. The Supplementary Conditions.
    - d. Other Owner requirements.
  - 4. Construction Documents:

PREBID MEETINGS 002513 - 1

- a. Scopes of Work.
- b. Temporary Facilities.
- c. Use of Site.
- d. Work Restrictions.
- e. Alternates, Allowances, and Unit Prices.
- f. Substitutions following award.
- 5. Separate Contracts:
  - a. Work by Owner.
- 6. Schedule:
  - a. Project Schedule.
  - b. Contract Time.
  - c. Liquidated Damages.
  - d. Other Bidder Questions.
- D. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes and will issue thru an Addendum to all parties on project bidders list.
  - 1. Sign-in Sheet: Minutes will include list of meeting attendees.

END OF DOCUMENT 002513

PREBID MEETINGS 002513 - 2

### DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 QUALITY ASSURANCE

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

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
  - 2. Submittal Format: Submit One Electronic copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.

- a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
- b. Provide complete documentation on both the <u>product specified</u> and the <u>proposed substitute</u>, including the following information as appropriate:
  - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
  - 2) Copies of current, independent third-party test data of salient product or system characteristics.
  - 3) Samples where applicable or when requested by Architect.
  - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. 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.
  - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
  - 7) 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 become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

### B. Architect's Action:

- 1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum only to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 002600

### **SECTION 011000 - SUMMARY**

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Owner-furnished/Contractor-installed (OFCI) products.
- 4. Contractor's use of site and premises.
- 5. Work restrictions.
- 6. Specification and Drawing conventions.

### B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

### 1.2 PROJECT INFORMATION

- A. Project Identification: STISD New Athletic Fields Edinburg Campus
  - 1. Project Locations: STISD World Scholars Campus

510 Sugar Road

Edinburg, Texas 78539

- B. Owner: South Texas ISD
  - 1. Owner's Representative: Marla Knaub

Assistant Superintendent for Finance & Operations

7001 E. Expressway 83 Mercedes, Tx 78570 956-514-4222

marla.knaub@stisd.net

- C. Architect: GMS Architects
  - 1. Architect's Representative: David A. Monreal, AIA

1150 Paredes Line Road Brownsville, Tx 78521

956-546-0110

dmonreal@gmsarchitects.com

- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
  - 1. Civil Consultant: Melden & Hunt, Inc.

Kelley A. Heller-Vella, P.E. 115 W. McIntyre Street Edinburg, Tx 78541 956-381-0981

kellev@meldenandhunt.com

2. MEP Consultant: Ethos Engineering

Guillermo Quintanilla 1126 South Commerce St. Harlingen, Tx 78550

956-230-3435

gquin@ethoseng.net

3. Landscape Consultant: SSP Design

Scott Pajeski

789 East Washington Street Brownsville Tx 78520

956-547-9788

spajeski@sspdesign.com

- E. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
  - 1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. New Athletic Field Mercedes Campus (Med High and Science Academy):

Work includes a natural grass soccer/football field with a 400m track. Field will include irrigation and drainage. The work also includes a natural grass softball field with fencing. There will be new post tensioned tennis courts with new net posts and nets along with windscreens. The site will include drainage and landscaping. There is removal of an existing track and wooden bridge at an existing drainage canal. New drainage culverts will be added to drainage canal with an accessible concrete walk way with guardrail and handrails.

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

### 1.4 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
  - 1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
  - 2. Provide for delivery of Owner-furnished products to Project site.
  - 3. Upon delivery, inspect, with Contractor present, delivered items.
    - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
  - 4. Obtain manufacturer's inspections, service, and warranties.
  - 5. Inform Contractor of earliest available delivery date for Owner-furnished products.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:
  - 1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
  - 2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
  - 3. Receive, unload, handle, store, protect, and install Owner-furnished products.
  - 4. Make building services connections for Owner-furnished products.
  - 5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
  - 6. Repair or replace Owner-furnished products damaged following receipt.
- C. Owner-Furnished/Contractor-Installed (OFCI) Products:
  - 1. N/A

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

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

### 1.6 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

- 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- C. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- D. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

### SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Quantity allowances.
  - 4. Contingency allowances.

### C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

### 1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

### 1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

ALLOWANCES 012100 - 1

### 1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

### 1.6 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

### 1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

### 1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

ALLOWANCES 012100 - 2

### 1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

A. **Allowance No. 1**: Contingency Allowance: Include a contingency allowance of \$200,000.00 for use according to Owner's written instructions.

### END OF SECTION 012100

ALLOWANCES 012100 - 3

#### **SECTION 012300 - ALTERNATES**

# PART 1 - GENERAL

#### 1.1 DEFINITIONS

A. Alternate: An amount proposed by bidders for certain work that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.2 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate. Acceptance of Alternates will be exercised at option of Owner in any order or combination.

PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 SCHEDULE OF ALTERNATES

A. Alternate No #1: Provide Beynon BSS100 Structural Spray Track System and Lane Markings. Refer to detail.

# **SECTION 012500 - SUBSTITUTION PROCEDURES**

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

# B. Related Requirements:

- 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
- 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

# 1.2 DEFINITIONS

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

# 1.3 ACTION SUBMITTALS

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

- features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project.
- j. Detailed comparison of Contractor's construction schedule using proposed substitutions 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.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

# 1.4 QUALITY ASSURANCE

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

# 1.5 PROCEDURES

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

# 1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution 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: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.

j. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

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

# 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions (ASI) authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
  - 1. Work Change Proposal Requests (PR) issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

# 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 14 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

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

# 1.4 CHANGE ORDER PROCEDURES

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

# 1.5 CONSTRUCTION CHANGE DIRECTIVE

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

# 1.6 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Work 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 Work 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)

#### **SECTION 012900 - PAYMENT PROCEDURES**

# PART 1 - GENERAL

#### 1.1 SUMMARY

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

# 1.2 SCHEDULE OF VALUES

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

# 1.3 APPLICATIONS FOR PAYMENT

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

- 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Products list (preliminary if not final).
  - 5. Sustainable design action plans, including preliminary project materials cost data.
  - 6. Schedule of unit prices.
  - 7. Submittal schedule (preliminary if not final).
  - 8. List of Contractor's staff assignments.
  - 9. List of Contractor's principal consultants.
  - 10. Copies of building permits.
  - 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 12. Initial progress report.
  - 13. Report of preconstruction conference.
  - 14. Certificates of insurance and insurance policies.
  - 15. Performance and payment bonds.
  - 16. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706.
  - 5. AIA Document G706A.
  - 6. AIA Document G707.
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs
  - 4. Digital project management procedures.
  - 5. Project meetings.

# B. Related Requirements:

- 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
- 2. Section 019113 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

# 1.2 INFORMATIONAL SUBMITTALS

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

### 1.3 GENERAL COORDINATION PROCEDURES

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

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

# 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door

- floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
- 6. Review: Architect will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
  - 1. File Preparation Format:
    - a. Same digital data software program, version, and operating system as original Drawings.
  - 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
  - 3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106 or Agreement form acceptable to Owner and Architect.

# 1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Owner name.
  - 2. Owner's Project number.
  - 3. Name of Architect.
  - 4. Architect's Project number.
  - 5. Date.
  - 6. Name of Contractor.
  - 7. RFI number, numbered sequentially.
  - 8. RFI subject.
  - 9. Specification Section number and title and related paragraphs, as appropriate.
  - 10. Drawing number and detail references, as appropriate.
  - 11. Field dimensions and conditions, as appropriate.

- 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 13. Contractor's signature.
- 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

# 1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's **CAD drawings** will be provided by Architect for Contractor's use during construction.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  - 3. Contractor shall execute a data licensing agreement in the form of AIA Document C106 or Agreement form acceptable to Owner and Architect.
    - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of AIA Document C106 or agreement acceptable to Owner and Architect.
- B. Web-Based Project Management Software Package: Provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
  - 1. Web-based Project management software includes, at a minimum, the following features:
    - a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
    - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
    - c. Document workflow planning, allowing customization of workflow between project entities.
    - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
    - e. Track status of each Project communication in real time, and log time and date when responses are provided.
    - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
    - g. Processing and tracking of payment applications.
    - h. Processing and tracking of contract modifications.
    - i. Creating and distributing meeting minutes.
    - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
    - k. Management of construction progress photographs.
    - 1. Mobile device compatibility, including smartphones and tablets.
  - 2. Provide up to seven web-based Project management software user licenses for use of Owner, Architect, and Architect's consultants. Provide eight hours of software training at Architect's office for web-based Project software users.
  - 3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
  - 4. Provide one of the following:

- a. Newforma, Inc.
- b. Procore Technologies, Inc.
- c. Submittal Exchange
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

# 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect and Owner will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - 1. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Sustainable design requirements.
    - o. Preparation of Record Documents.
    - p. Use of the premises.
    - q. Work restrictions.
    - r. Working hours.
    - s. Owner's occupancy requirements.
    - t. Responsibility for temporary facilities and controls.
    - u. Procedures for moisture and mold control.

- v. Procedures for disruptions and shutdowns.
- w. Construction waste management and recycling.
- x. Parking availability.
- y. Office, work, and storage areas.
- z. Equipment deliveries and priorities.
- aa. First aid.
- bb. Security.
- cc. Progress cleaning.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Sustainable design requirements.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility requirements.
    - 1. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. Protection of construction and personnel.

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

# 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. 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.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

# 1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

- 1. Working electronic copy of schedule file.
- 2. PDF file.
- 3. Two paper copies, of sufficient size to display entire period or schedule, as required.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. 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.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, 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.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

# 1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

# 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and final completion.

- 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- 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 Architect.
  - 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  - 3. Startup and Testing Time: Include no fewer than 30 days for startup and testing.
  - 4. Commissioning Time: Include no fewer than 30 days for commissioning.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- 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. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 3. 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.
- 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 and the following interim milestones:
  - 1. Temporary enclosure and space conditioning.
  - 2. Commissioning
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.

- 4. Notations on returned submittals.
- 5. Pending modifications affecting the Work and the Contract Time.
- G. 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.
- H. 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.
- I. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

# 1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 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.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

# 1.7 CPM SCHEDULE REQUIREMENTS

- A. 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 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. 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.
    - 1. 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.
- D. 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.
- E. 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.
  - 9. Average size of workforce.
  - 10. Dollar value of activity (coordinated with the schedule of values).

- F. 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.

# 1.8 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. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Concealed Work photographs.
  - 3. Periodic construction photographs.
  - 4. Final completion construction photographs.

# B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

# 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within five days of taking photographs.
  - 1. Submit photos thumb-drive and by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description web-based Project management software site:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

# 1.3 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

# 1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

# 1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
  - 1. Take 10 photographs to show existing conditions adjacent to property before starting the Work.
- D. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
  - 1. Underground utilities.
  - 2. Underslab services.
  - 3. Piping.
  - 4. Electrical conduit.
  - 5. Waterproofing and weather-resistant barriers.
  - 6. Base of wall flashing and waterproofing
  - 7. Door and Window fastening, flashing and waterproofing.
  - 8. Roofing Installation, including base fastening, roofing ply installation, and parapet waterproofing.
  - 9. Metal Wall Panel Installation, including fastening and waterproofing.
- E. Periodic Construction Photographs: Take 10 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Aerial Construction Photographs: Take aerial photographs (North, South, East, West) monthly and submit with each month's application for payment until the project is substantially complete.
- G. Final Completion Construction Photographs: Take 15 photographs after date of Substantial Completion for submission as Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### SECTION 013300 - SUBMITTAL PROCEDURES

# PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

# 1.2 DEFINITIONS

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

# 1.3 SUBMITTAL SCHEDULE

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

# 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Construction Manager.
  - 5. Name of Contractor.
  - 6. Name of firm or entity that prepared submittal.
  - 7. Names of subcontractor, manufacturer, and supplier.
  - 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
  - 9. Category and type of submittal.
  - 10. Submittal purpose and description.

- 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
- 12. Drawing number and detail references, as appropriate.
- 13. Indication of full or partial submittal.
- 14. Location(s) where product is to be installed, as appropriate.
- 15. Other necessary identification.
- 16. Remarks.
- 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

#### 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow 15 days for review of each resubmittal.

- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal. Include all items as a complete package in Resubmittal. Incomplete submittals will be returned if only partial information is re-submitted.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's or Consultants action stamp.

# 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  - 3. Web-Based Project Management 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.
  - 4. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
  - 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit **one** full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of

assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

# G. Certificates:

- 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
- 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

# H. Test and Research Reports:

- 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
- 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.

- d. Product and manufacturers' names.
- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

#### 1.7 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 insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

# 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp and indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

# 1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
    - a. Reviewed No Exceptions
    - b. Reviewed As Noted

- c. Revise and Resubmit
- 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect will discard submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## **SECTION 014000 - QUALITY REQUIREMENTS**

### PART 1 - GENERAL

#### 1.1 SUMMARY

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

### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. 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.
  - 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, with cutaways enabling inspection of concealed portions of the Work.
  - a. Include each system, assembly, component, and part of the exterior wall to be constructed for the Project. Colors of components shall be those selected by the Architect for use in the Project.
- 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.
- 4. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
- 5. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- 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. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- 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 and Inspections: 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 have the same meaning 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 Architect.

## 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 Architect.

B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

## 1.4 CONFLICTING REQUIREMENTS

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

#### 1.5 ACTION SUBMITTALS

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

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. 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.
- C. 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.

## 1.7 REPORTS AND DOCUMENTS

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

# 1.8 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. 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. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens and test assemblies, mockups, and do not reuse products on Project.

- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 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:
  - 1. Build mockups of size indicated.
  - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
  - 3. Notify Architect 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 Architect'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. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
  - 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 10. Demolish and remove mockups when directed unless otherwise indicated.

## 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

- 2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
- 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. Manufacturer's 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. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.

- 6. Security and protection for samples and for testing and inspection equipment at Project site.
- 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.

### 1.10 SPECIAL TESTS AND INSPECTIONS

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

## PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

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

## 3.2 REPAIR AND PROTECTION

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

END OF SECTION 014000

#### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

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

# B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

## 1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, Architects Consultants, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Provide connections and extensions of services and metering as required for construction operations.
- **C.** Electric Power Service from Existing System: Provide connections and extensions of services and metering as required for construction operations.

### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
  - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.

- 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- 3. Indicate methods to be used to avoid trapping water in finished work.

## 1.4 QUALITY ASSURANCE

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

### 1.5 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

### 2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

## 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### PART 3 - EXECUTION

## 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

# 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

## 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.
  - 1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
  - 2. Internet Service: Broadband modem, router, and ISP, equipped with hardware firewall, providing minimum 10.0-Mbps upload and 15 -Mbps download speeds at each computer.
  - 3. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.

## 3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
  - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.

- 2. Utilize designated area within existing building for temporary field offices.
- 3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as required for proper access onto and around the project site.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas on Project Site for construction personnel. Coordinate locations with construction activities.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs. Coordinate locations with construction activities.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touch up signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

- K. Temporary Elevator Use: Use of elevators is not permitted. (If Applicable)
- L. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - 1. Do not load elevators beyond their rated weight capacity.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- M. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- N. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- O. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

## 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings,

requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

- 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
- 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
- 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- G. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- H. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- I. Site Enclosure Fence: Before construction operations begin furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- J. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- K. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- L. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

- 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- N. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Provide walk-off mats at each entrance through temporary partition.
- O. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.

- 5. Do not install material that is wet.
- 6. Discard and replace stored or installed material that begins to grow mold.
- 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

# 3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## **SECTION 016000 - PRODUCT REQUIREMENTS**

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

### B. Related Requirements:

1. Section 012500 "Substitution Procedures" for requests for substitutions.

### 1.2 DEFINITIONS

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

provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

## 1.3 QUALITY ASSURANCE

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

## 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

### B. Product Selection Procedures:

- 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
- 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
- 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.

- a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
  - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
  - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies

- with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
  - 1. Select products for which sustainable design documentation submittals are available from manufacturer.

#### 2.2 COMPARABLE PRODUCTS

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

#### SECTION 016050 - PRODUCTS AND SUBSTITUTIONS

## PART 1 - GENERAL

# **RELATED DOCUMENTS:**

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

## **DESCRIPTION OF REQUIREMENTS:**

Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self explanatory and have recognized meanings in the construction industry.

Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Substitutions requested during bidding period, which have been accepted prior to Contract Date, are included in contract documents and are not subject to requirements for substitutions as specified herein. Contractor's determination of an compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.

Standards: Refer to Division 1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

## **QUALITY ASSURANCE:**

Source Limitations: To the greatest extent possible, for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

### SUBMITTALS:

Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal to or better than work originally indicated.

### PRODUCT DELIVER STORAGE HANDLING:

General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

## **WARRANTIES (GUARANTEES):**

Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:

Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.

Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of a product into the work, or has written and executed a special product warranty as a direct result of contract document requirements.

Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and

faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1.) Unusual and abnormal phenomena of the elements, 2.) The Owner's misuse, maltreatment or improper maintenance of the work, 3.) Vandalism after time of substantial completion, or 4.) Insurrection or acts of aggression including war.

Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.

A period of time is equal to original warranty period of time.

Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.

Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.

Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub subcontract for materials or units of work for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

Specific Warranty Forms: Where a special project warranty (guarantee) or specified project warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

# PART 2 PRODUCTS

# **GENERAL PRODUCT COMPLIANCES:**

General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance

with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects.

Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

Single Product/Manufacturer Name: Provide product indicated, except advice Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

"Or Equal": Where named products in specifications text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect/Engineer's approval (by change order) to provide an unnamed product. This product must meet or exceed the original specified product specifications.

"Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer's for acceptance before proceeding.

Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.

Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.

## SUBSTITUTIONS:

Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer.

Otherwise, requests will be returned without action except to record non compliance with these requirements.

Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non compliance which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non compatibility, non coordination, non warranty, non insurability or other non compliance as claimed.

Work Related Submittals: Contractor's submittal of (and Architect/Engineer's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

### **GENERAL PRODUCT REQUIREMENTS:**

General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.

Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

Equipment Nameplates: Provide permanent nameplate on each item of service connected or poser operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 EXECUTION (not applicable)

**END OF SECTION 016050** 

#### **SECTION 017700 - CLOSEOUT PROCEDURES**

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - Final cleaning.
  - 7. Final As-Built survey

## 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in heat and other utilities.
  - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance
  - 13. Complete final cleaning requirements, including touchup painting.
  - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects
  - 15. Attic stock or extra materials for the Owner are not to be used for punchlist or warranty work, unless permission is given. In such case, the material is to be restocked and provided to the Owner.
  - 16. Final Topographical and Property Survey: Submit one paper and electronic copy of the site, including all new and existing structures, sealed by a licensed surveyor, including a digital copy in AutoCAD.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or

will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

- 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.3 FINAL COMPLETION

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

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

- A. Preparation: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

#### 1.5 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Electronic File of Project Record Documents: Provide Architect with an independent electronic archive of accepted project record documents using electronic project management software as defined in Division 01 Section "Project Management and Coordination.
- C. Record Drawings: Maintain a set Contract Drawings and Shop Drawings for electronic project management software as defined in Division 01 Section "Project Management and Coordination".
  - 1. Mark Record Drawings 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.

- Give particular attention to information on concealed elements that cannot be readily identified and recorded 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.
- d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
- 2. Mark record sets red-colored notations. Use other colors to distinguish between changes for different categories of the Work at the same location.
- 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
- 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets and provide to the Architect for review and approval and, once approved, upload to the Owner's cloud based document system. Include identification on cover sheets.
- D. Record Specifications: Provide a copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- E. Record Product Data: Provide a copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  - 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 Drawings, and Record Specifications, where applicable.
- F. Miscellaneous Record Submittals: Assemble and provide the Owner miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Upload to the Owner's cloud based document system miscellaneous records and identify each, ready for continued use and reference.

### 1.6 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
  - 1. Operation Data:
    - a. Emergency instructions and procedures.

- b. System, subsystem, and equipment descriptions, including operating standards.
- c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
- d. Description of controls and sequence of operations.
- e. Piping diagrams.

#### 2. Maintenance Data:

- a. Manufacturer's information, including list of spare parts.
- b. Name, address, and telephone number of Installer or supplier.
- c. Maintenance procedures.
- d. Maintenance and service schedules for preventive and routine maintenance.
- e. Maintenance record forms.
- f. Sources of spare parts and maintenance materials.
- g. Copies of maintenance service agreements.
- h. Copies of warranties and bonds.
- B. Organize operation and maintenance files into suitable sets of manageable size. Upload documents to the Owner's cloud based document system. Identify each file and cover document with the title specific to the discipline noting "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

#### 1.7 WARRANTIES

- A. Submittal Time: Provide copies of warranties on request of the Owner or Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Provide properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Upload warranties and bonds to the Owner's cloud based document system.
  - 2. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each file and document the typed title "WARRANTIES," Project name, and name of Contractor.

## 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 REQUIRED DOCUMENTS TO BE PROVIDED
  - As-Built Drawings
  - Close-Out Files

### Additional Required Electronic Documents

- Punch Lists
- Special Tests
- Special Inspector Sign-Off
- Asbestos Affidavit
- Certificate of Occupancy
- Certificate(s) of Substantial Completion
- Owner Training / System Demonstrations (Sign-In sheet w/ hours)
- Change Orders
- As-Built Drawings
- Spare Parts / Attic Stock (Transmittal of delivery)
- Subcontractor / Supplier Contact List
- Warranties
- Elevation Certificates
- Final Release of Liens
- Consent of Surety

#### 3.2 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with Owner with at least seven days' advance notice.
  - Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. 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. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
  - 1. System design and operational philosophy.
  - 2. Review of documentation.
  - 3. Operations.
  - 4. Adjustments.
  - 5. Troubleshooting.
  - 6. Maintenance.
  - 7. Repair.

## 3.3 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.

- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - 1. 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.
  - 2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - 3. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 4. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - 5. Remove snow and ice to provide safe access to building.
  - 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
  - 7. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - 8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - 9. 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.
  - 11. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials.
  - 12. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - 13. Remove labels that are not permanent.
  - 14. Touch up and otherwise repair and restore marred, exposed finishes and surfaces.
  - 15. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 16. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - 17. Wipe surfaces of mechanical, electrical, elevator, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - 18. Replace parts subject to unusual operating conditions.
  - 19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - 20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - 21. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - 22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - 23. 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.
  - 24. Leave Project clean and ready for occupancy.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

#### SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

### 1.1 SUMMARY

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

## B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set(s) of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and one set of file prints.
      - 3) Architect 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 PDF electronic files of scanned Record Prints and one set of file prints.
- B. Record Specifications: Submit annotated PDF electronic files and one paper copies of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories and one paper copies of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

## 1.3 RECORD DRAWINGS

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

- 4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

### 1.4 RECORD SPECIFICATIONS

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

## 1.5 RECORD PRODUCT DATA

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

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

## 1.6 MAINTENANCE OF RECORD DOCUMENTS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

#### SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.

## 1.2 INFORMATIONAL SUBMITTALS

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

## 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

## 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 Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- 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 have been reviewed and approved by Architect.

### 1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.

- d. Operating instructions for conditions outside of normal operating limits.
- e. Sequences for electric or electronic systems.
- f. Special operating instructions and procedures.

## 4. Operations: Include the following, as applicable:

- a. Startup procedures.
- b. Equipment or system break-in procedures.
- c. Routine and normal operating instructions.
- d. Regulation and control procedures.
- e. Control sequences.
- f. Safety procedures.
- g. Instructions on stopping.
- h. Normal shutdown instructions.
- i. Operating procedures for emergencies.
- j. Operating procedures for system, subsystem, or equipment failure.
- k. Seasonal and weekend operating instructions.
- 1. 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.

## 1.7 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

### 1.8 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.
- 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. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

## 1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode.
  - 1. Submit video recordings thumb drive.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION 017900

### SECTION 024440 VINYL COATED CHAIN LINK FENCES AND GATES

## PART 1 GENERAL

## RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### **DESCRIPTION OF WORK:**

Extent of vinyl coated chain link fences and gates is shown on drawings.

### **QUALITY ASSURANCE**

Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

## SUBMITTALS

<u>Submit Product data</u> in the form of manufacturer's technical data, specifications, and installation instructions for metal fencing and gates.

## PART 2 PRODUCT

## **GENERAL**

Baseball/Softball Fields Chain Link Fence 6ft High Black Vinyl, and Black Vinyl Posts and Gates. Refer to site plan for locations.

Baseball/Softball Field Backstops Black Vinyl and Posts. Refer to plans for height.

Tennis Court Fence – 6ft High Black Vinyl, and Black Vinyl posts and Gates. Refer to site plan for locations.

Dimensions shown form pipe, roll formed, and H sections are outside dimensions.

## **MANUFACTURERS**

Vinyl Coated Steel Fencing and Fabric:

Allied Tube and Conduit Corp.

Anchor Fence, Inc.

Colorguard Corp.

Davis Walker Corp.

Dominion Fence and Wire Prod.

United States Steel.

Merchants Metals

## STEEL FENCING (STFN):

<u>Fabric:</u> No. 9 ga. (0.148") core finished steel wires, 2" mesh, with top selvages knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. Furnish one-piece fabric widths for fencing up to 12' high.

<u>Fabric coating</u>: The zinc coating of the fabric shall be minimum .30 oz./sq. ft. of uncoated wire surface. The weight of zinc coating on the fabric shall be determined in accordance

with ASTM A-90.

<u>PVC:</u> Wire shall be coated with a minimum of 8 gauge finish of poly-vinyl chloride permanently bonded to the galvanized wire by the thermal fusion bonded method. Chain link fabric shall conform to the requirements of ASTM F-668, class 2b.

### HARDWARE AND ACCESSORIES:

Framework: Galvanized steel, ASTM A 120 or A 123, with not less than 2.0 oz. zinc per sq. ft. of surface. All framework and components shall be coated with 10 to 15 mils of PVC.

End, Corner, and Pull Posts: Minimum sizes and weights as follows:

<u>Up to 6 feet fabric height</u>: 2.375 inch OD steel pipe, 3.65 lbs. per lin. ft., or 3.5 inch by 3.5 inch roll formed sections weighing 4.85 lb. per lin. ft.

Over 6 feet fabric height: 2.875 inch OD steel pipe, 5.79 lbs. per lin. ft., or 3.5 inch by 3.5 inch roll formed sections weighing 4.85 lbs. per lin. ft.

<u>Line posts</u> Space 10' o.c. maximum, unless othewise indicated, of following minimum sizes and weights.

<u>Up to 6 feet fabric height</u>: 1.90 inch OD steel pipe, 2.70 lbs. per lin. ft. or 1.875" x 1.625" C sections, 228 lbs. per lin. ft.

6' to 8' fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. or 2.25" x 1.875" H sections, 2.64 lbs. per lin. ft.

Over 8 feet fabric height: 2.875 inch OD steel pipe, 5.79 lbs. per lin. ft. or 2.25" x 1.875" H sections, 3.26 lbs. per lin. ft.

<u>Gate Posts</u>: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

Leaf Width	Gate Post	Lbs./Lin. Ft.
Up to 6'	3.5" x 3.5" roll forn	ned 4.85
	section or 2.875" OD pipe 5.79	
Over 6' to 13'	4.000" OD pipe	9.11
Over 13' to 18'	6.625" OD pipe	18.97
Over 18'	8.625" OD pipe	28.55

<u>Tension Wire</u>: 7 gage, coated coil spring wire, metal finish to match fabric. Locate wire at bottom of fabric.

<u>Top Rail:</u> Provide 1 -5/8" diameter galvanized steel.

<u>Post Brace Assembly</u>: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375"diameter rod and adjustable tightener.

<u>Post Tops</u>: Weathertight closure cap for tubular posts. Provide one cap for each post.

<u>Stretcher Bars</u>: One piece lengths equal to full height of fabric, with minimum cross section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.

<u>Corner Bracing:</u> Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on corner posts to ensure frame rigidity without sag or twist, if required.

<u>Stretcher Bar Bands:</u> Space not over 15" oc., to secure stretcher bars to end, corner, pull and gate posts.

### GATES

<u>Fabrication</u>: Fabricate gate perimeter frames of 1.90" OD pipe. Metal and finish to match fence framework. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame member's maximum of 8 feet apart.

Assemble gate frames by welding or with special fittings and rivets, for rigid connections. Use same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges. Bars may also be used at top and bottom edges. Attach stretchers to gate frame at not more than 15" o.c. Attach hardware to provide security against removal or breakage.

Install diagonal cross bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist, if required.

Gate Hardware: Furnish the following hardware and accessories for each gate.

<u>Hinges:</u> Size and material to suite gate size, non lift off type, offset to permit 180 deg gate opening. Provide 1 1/2 pair of hinges for each leaf over 6 foot nominal height.

<u>Latch</u>: Forked type or plunger bar type to permit operation from either side of gate, with padlock eye as integral part of latch.

<u>Keeper</u>: Provide keeper for vehicle gates, which automatically engages gate leaf and holds it in open position until manually released.

<u>Sliding Gates</u>: Provide manufacturer's standard heavy duty track, ball bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, hardware, and accessories as required.

<u>Wire Ties:</u> For tying fabric to line posts, use wire ties spaced 12" o.c. For typing fabric to rails and braces, use wire ties spaced 24" o.c. For tying fabric to tension wire, use hog rings spaced 24" o.c.

Manufacturer's standard procedure will be accepted if of equal strength and durability.

Concrete: Provide concrete consisting of Portland cement, ASTM C150, aggregates, ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 2500 psi using at least 4 sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

## PART 3 EXECUTION

### INSTALLATION

Do not begin installation and erection before final grading is completed, unless otherwise permitted.

<u>Excavation</u>: Drill holes for posts to diameters and spacings shown, in firm, undisturbed or compacted soil.

If not shown on drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer.

Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.

Setting Posts: Center and align posts in holes 3 inches above bottom of excavation.

Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.

<u>Center Rails</u>: Provide center rails where shown. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.

<u>Brace Assemblies</u>: Install braces so posts are plumb when diagonal rod is under proper tension.

<u>Tension Wire</u>: Install tension wires before stretching fabric and tie to each post with not less than 6 ga. galvanized wire. Fasten fabric to tension wire using 11 gage galvanized steel hog rings of spaced 24 inches o.c.

<u>Fabric</u>: Leave approximately 2 inches between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

<u>Stretcher Bars</u>: Thread through or clamp to fabric 4 inches o.c., and secure to posts with metal bands spaced 15 inches o.c.

<u>Gates</u>: Install gates plumb, level, and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by manufacturer. Adjust hardware for smooth operation and lubricate where necessary.

<u>Tie Wires</u>: Use U shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least 2 full turns. Bend wire to minimize hazard to persons or clothing.

<u>Fasteners</u>: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

# END OF SECTION 02444

#### SECTION 02505 – CRUSHED STONE WALKS

### PART 1 GENERAL

### 1.01 SUMMARY

- A. Section Includes: Furnish and install crushed stone walks on a prepared sub-base as indicated.
- B. Related Sections: Earthwork, Planting

NOTE: This project is an existing campus with existing irrigation, lawns and landscape. Contractors shall protect or demo as shown all existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns labeled to remain or to be protected shall be repaired and replaced at contractor's expense.

### 1.02 SUBMITTALS

A. Samples: Samples of crushed stone (decomposed granite-1/4" minus screened fines), one pound in plastic bag container, stone gradation and full range of color variation.

## 1.03 DELIVERY, STORAGE AND HANDLING

A. Deliver and store crushed stone to prevent contamination by other materials or desegregation of aggregate.

### PART 2 PRODUCTS

#### A. MATERIALS

- 1. Decomposed Granite: Clean, hard, durable particles or fragments of stone with a filler of finely divided mineral material; with the following characteristics:
  - a) Reddish brown color.
  - b) 1/4" minus (screened fines)
  - c) Free from clay lumps, vegetable matter, and other foreign materials.

### 2. Edging:

a) Concrete Edging: Extruded, fiber mesh and steel reinforced concrete edging (per plans / details) *Curb Appeal (or approved equal)* 

#### PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verification of Conditions: Examine substrate and conditions under which crushed stone walks work is to be performed. Have the installer notify the Contractor in writing, with a copy to the Owner/SSP, if conditions are unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer. Beginning of work indicates acceptance of project site as satisfactory by the installer.

### **SECTION 02505 – CRUSHED STONE WALKS**

### 3.02 PREPARATION

- A. Apply min. 2 applications of herbicide (glyphosate) on all trail/decomposed granite areas at least one week prior to grading.
- B. Strip/remove layer of topsoil/vegetative matter at depth indicated on plans/schedules/details.
- C. Sub-base: Grade sub-base to line and grades indicated on civil engineer's grading plans to achieve a smooth surface at a consistent dimension below finish grade equal to the depth of crushed stone walk indicated. Compact sub-base to maximum dry density.
- D. Apply pre-emergent herbicide (Ronstar or approved equal) to prepared subgrade prior to installation of decomposed granite.

### 3.03 INSTALLATION

A. Place crushed stone (decomposed granite) in maximum lifts of two inches. Wet entire depth of stone and roll to obtain a dense, smooth, uniform surface, compacted to 95% maximum dry density. Continue placing lifts until total depth indicated is achieved. Match adjacent finish grade of adjacent paving, edging or ground surface. Provide crowned surface to drain without any puddling on finished surface.

#### 3.04 CLEANING

A. Remove foreign materials from crushed stone walks, and rake surface to provide a smooth finish.

### END OF SECTION

### PART 1 – GENERAL

#### **1.01 SCOPE**

A. An automatic underground irrigation system for exterior landscaped areas including, but not limited to, supply an installation of water meter, backflow device and controller, boring and sleeving, rotary heads and spray heads in lawn areas and spray heads and drip lines in shrub, ground cover, and flower bed areas.

NOTE: This project is an existing campus with existing irrigation, lawns and landscape. Contractors shall protect or demo as shown all existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns labeled to remain or to be protected shall be repaired and replaced at contractor's expense.

### 1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
  - 1. Provide connection to water source (existing mainline) and new water meters as specified and in accordance with local code requirements.
  - 2. Provide for an electro-mechanical controller.
- B. Performance Requirements: Provide for irrigation at a rate of 1 in. per week applied at 2 or 3 day intervals.

## 1.03 QUALIFICATIONS

A. Irrigation work to be performed by a Texas licensed irrigation company specializing in commercial irrigation installation with a minimum of five (5) years experience on similar projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

## 1.03 SCHEDULE OF VALUES

- A. Landscape/Irrigation subcontractor shall submit costs for GC schedule of values as follows:.
  - 1. Irrigation Sleeving
  - 2. Irrigation Water Meter, Backflow, Permits, Testing
  - 3. Irrigation System
  - 4. Landscape Athletic Field Grading and Soil Mix
  - 5. Landscape Athletic Field Sod
  - 6. Landscape Planting, Materials, Installation, Warranty
  - 7. Landscape / Irrigation 90 Day Maintenance

### 1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a PDF file with a table of contents and tabs identifying each section. The following submittals are required for this section:
  - 1. Product Data: Manufacturers' technical data (Cut Sheets) and installation information for all components including: Backflow Assembly (Pressure Vacuum

Breaker PVB or Reduced Pressure, Backflow Preventer RPZ (as specified), Y strainer (if required), Ball valves, PVC pipe, PVC fittings, PVC primers, solvents, cement, glue, etc., Control wire / tracking wire, Wire connectors, Pump stations, booster pumps (if specified), Pump enclosures (if specified), Controller (incl. communications modules, etc.), Rain/freeze sensors, Valves, Valve boxes, Decoders (if specified), Rotors, Sprays, Nozzles, Bubblers, Drip line, Drip filters, Drip indicators (Operind), Air relief valves, flow sensor.

### 1.05 QUALITY CONTROL

A. Submit verification of water pressure at meter or point of connection.

## 1.06 MAINTENANCE/WARRANTY

- A. Provide the following extra materials to the Owner:
  - 1. Two (2) quick coupler hose bib keys.
  - 2. Four (4) keys for the controller door lock.
- B. Maintenance Requirements: Maintain the work of this Section for ninety days after 'substantial completion' and until final acceptance by Owner. Notify the owner in writing of 'substantial completion'. Maintenance period begins after owner's acceptance of 'substantial completion'.
- C. Maintenance Service: Perform the following maintenance operations at least once a week during construction and for 90 day maintenance period after substantial completion:
  - 1. Test entire system and adjust timer as necessary and as directed by landscape contractor, landscape designer or owner.
  - 2. Ensure and confirm existing irrigation system is operational and functioning properly. Existing irrigation system must remain fully functional and operational during the construction period and for 90 days after substantial completion.
  - 3. Replace or repair any broken parts or equipment.
  - 4. Report any significant problems in writing to landscape contractor, owner and landscape designer.
- D. Warranty: Warranty shall cover all parts and equipment for a period of one year from the date of final acceptance. Repairs and replacements shall be completed within two weeks of notification from owner.

### **PART 2-PRODUCTS**

#### 2.1 MATERIALS

A. PVC Plastic Pipe: ASTM D 2241-83, SDR21, class 160 lateral piping; ASTM D1785, class 200 mainline piping.

- B. Pipe Fittings:
  - 1. Pipe under 3 in., id: Socket type, ASTM D 2466-78, with solvent Cement, ASTM D 2564-80.
  - 2. Pipe 3 in. id and Larger: Gasketed fittings of epoxy coated steel with non-hardening pipe dope or Teflon tape for threads.
- C. Concrete: 2500 psi min. compressive strength.

### 2.2 MANUFACTURED UNITS

- A. Controller: Electro-mechanical, 24 hr./14-day clock with manual operation capacity, with adequate number of stations for system operating requirements (two wire) (see irrigation equipment table). Provide both freeze-protection and rain-sensor devices with controller. Provide ground-fault interrupt and lightning protection. Provide flow sensor, flow control, and IQ System and software. Contractor to coordinate setup and connection to IQ software including training.
- B. Water Meters: Water meters in locations shown on plans. Contractor to coordinate application, permit and installation with local utility company. Contractor responsible for water meters and all associated installation costs.
- C. Booster Pump: If required on plans, contractor shall furnish and install booster pump with enclosure as specified in plans/details. Contractor shall also provide a concrete pad and any and all fittings, adaptors, connections, enclosure, etc. for the complete installation and proper operation of booster pump. If booster pump is existing, contractor must ensure and confirm new system is programmed and functioning properly.
- D. Backflow Preventers: Provide and install backflow devices per local codes, specifications and requirements. Provide steel mesh enclosure per plans/schedule.
- E. Electric Valves: Normally closed, 24v AC, 60 cycle, solenoid actuated, globe pattern, diaphragm type. Cast brass or plastic body and nylon reinforced nitrile rubber diaphragm.
- F. Flow Sensor: Flow sensor size as specified on plans. Coordinate with IQ setup and learned flow for controller scheduling.
- G. Quick coupling Valves: Cast brass body with self-closing cover. Provide (2) brass keys with 1 in. female threaded outlet.
- H. Sprinkler Heads: Heavy-duty plastic sprinkler case, high density plastic sprinkler body, corrosion-resistant internal parts, plastic spray nozzles with adjustable flow and direction features.
- I. Control Wire: 24v UL/UF., approved for direct burial. Provide color-coded wire with white used for common (14-gauge, single-strand copper) and red for control (14-gauge single-strand copper).
- J. Tracking Wire: 18 gauge copper (only where mainline and wiring bundle are separated)
- K. Valve Boxes: Heavy-duty commercial grade, fiberglass reinforced, plastic with locking

covers. Rainbird VB series, 10" Round or Standard Rectangular Min. or apprvd equal.

- L. Swing Joints: 3 high density polyethylene street ells with 8 in. Schedule 80 PVC nipple; sized the same as inlet to sprinkler head.
- M. Sleeves: Schedule 40 PVC. Boring as required under all existing pavement, walls or curbs.

#### PART 3-EXECUTION

### 3.01 EXAMINATION

A. Verification of Conditions: Examine the site and conditions under which irrigation work is to be performed. Irrigation contractor shall notify the landscape contractor in writing, with a copy to Construction Manager, if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to irrigation contractor. Beginning of work indicates acceptance of the site as satisfactory by the irrigation contractor.

#### 3.02 INSTALLATION

- A. General: Install tracking wire along mainline pipe if separate from valve wiring bundle.
- B. Excavating and Filling:
  - 1. Cover for Piping:
    - a) Mains: 18 in. min.
    - b) Laterals: 12 in. min.
  - 2. Use clean backfill material without stones larger than 1/2 in., debris or extraneous material that may damage pipe assembly.
  - 3. Compact all trenches to a minimum 95% Standard Proctor Density.

## C. Pipe:

- 1. Install in existing sleeves under pavement or provide boring and sleeves under pavement as required.
- 2. Clean pipe and joints before making connections. Purple primer to be used on all joints before applying solvent. Per TCEQ Regulations.
- 3. Attach joints according to manufacturer's instructions. Threaded joints to be coated with "Teflon" tape. Allow joints to set for at least 24 hrs. before applying water pressure to the system.
- 4. Thoroughly flush piping before sprinkler heads are installed and test under pressure for leaks in each line separated by valves.
- D. Water Meters: Provide and install water meters per local codes, specifications and requirements. Coordinate permit and application with owner and local utility company. Adjust locations as necessary to coordinate with existing water line locations.
- E. Back Flow Protection: Provide and install backflow devices per local codes, specifications and requirements including enclosure.
- F. Valves:
  - 1. Provide isolation valve on inlet side of every electric control valve (if specified).

- 2. Install electric and gate valves with at least 10 in. of cover over the valve and at least 6 in. of cover over the stem.
- 3. Install valve box centered over the flow control handle. Provide 1 cu. ft. of clean pea gravel in the bottom of each valve box with filter fabric below.
- 4. In lawn areas, valve boxes to be set flush with existing grade; in planting bed areas valve boxes shall be set 2" above grade.
- G. Controllers: Hard wire to nearest power source and CAT6 data line/ethernet or cellular module as specified on plans. Coordinate with general contractor. Install on exterior wall in location as shown on plans or as directed/approved by SSP.
- H. Sprinkler Heads: Install all heads on swing joint assemblies and flush with finish grade.
- I. Drip Line: Install dripline as specified in plans/details. All drip lines, fittings, etc. to be buried a minimum of 2" below finish grade and then covered additionally with mulch per depth on plans/details. All dripline to be pinned with galvanized drip pins no more than 36" spacing and at all fittings and joint locations.

## J. Wiring:

- 1. Bundle and tape wires at 10 ft. o.c., max.
- 2. Snake wire in trenches to allow for expansion. Provide expansion coils at 100 ft. o.c. max., and at the entry to each valve box.
- 3. Splice wires using mechanical sealant connector for a waterproof connection. Make all wire splices within valve boxes. Use RB WPCONN N90300 or approved equal.

## 3.03 FIELD QUALITY WORK

- A. General: Notify the Construction Manager at least 48 hours before testing is begun.
- B. Hydrostatic Test: Test mainline piping to a hydrostatic pressure of not less than 100 psi for a minimum of 24 hours. Piping may be tested in sections to expedite work. Remove and repair piping and connections which do not pass hydrostatic testing.
- C. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinkler heads adjusted to final position.

### 3.04 ADJUSTING

- A. Check sprinkler heads for arc of spray. Adjust as necessary to provide 100% coverage of all landscaped areas.
- B. Adjust layout to conform to actual layout of landscape plantings.

## 3.05 DEMONSTRATION

A. Demonstrate operation of the system to Owner's personnel and staff.

### 3.06 CLOSE-OUT DOCUMENTS

A. As-Built Drawings: Submit 'As-Built' drawings before project close-out showing the irrigation system layout, including line locations and sizes, spray heads and types, points of connection, booster pump, location of backflow device(s), controller, and other installation

information.

- B. Warranty Letters: Submit warranty letters for all irrigation items including labor for the specified warranty period.
- C. Operation and Maintenance Data: Submit Manufacturers' operation and maintenance instructions and laminated colored (11x17) valve Zoning Diagram.

## **END OF SECTION**

## PART 1-GENERAL

## **1.01 SCOPE**

- A. Supply and installation of all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to; vegetation protection/pruning, fine grading, earth mounding, bed excavation and preparation, bed edging, planting soil/compost mixes, fertilizer, mulch, trees, palms, shrubs, ground covers, staking, paving, site furniture, clean-up, maintenance, and warranty.
- B. Related Sections:
  - 1. Irrigation 02810
  - 2. Lawns -02930

NOTE: This project is an existing campus with existing irrigation, lawns and landscape. Contractors shall protect or demo as shown all existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns labeled to remain or to be protected shall be repaired and replaced at contractor's expense.

### 1.02 REFERENCE STANDARDS

- A. General: "Hortus Third," 1976.
- B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
- C. Plant Material: "American Standard for Nursery Stock," ANSI Z60.1-1990.
- D. National Arborist Association Standards

## 1.03 **DEFINITIONS**

A. Specimen Plants: Plants having exceptional character, superiority in form and branching, and the best attributes of the species; all as determined by the Architect, Landscape Designer or Owner.

## 1.04 QUALIFICATIONS

A. Landscape work to be performed by a single firm specializing in commercial landscape work with a minimum of five (5) years experience on similar type projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

#### 1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:.
  - 1. Irrigation Sleeving
  - 2. Irrigation Water Meter, Backflow, Permits, Testing
  - 3. Irrigation System
  - 4. Landscape Athletic Field Grading and Soil Mix

- 5. Landscape Athletic Field Sod
- 6. Landscape Planting, Materials, Installation, Warranty
- 7. Landscape / Irrigation 90 Day Maintenance

#### 1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a pdf file with a table of contents and tabs identifying each section. The following submittals are required for this section:
  - 1. Landscape Construction Sequence
  - 2. Edging Materials
  - 3. Post emergent Herbicides
  - 4. Pre emergent Herbicides
  - 5. Soils, Compost and Mulch
  - 6. Sources of all Plant Materials (including address and telephone numbers)
  - 7. Product Data Material Safety Data Sheets
  - 8. Paving Materials
  - 9. Staking Materials
  - 10. Samples: One foot sections of edging (as specified on plans), one pound bag sample of each; topsoil, premium compost, mulch, decomposed granite, river rock, washed gravel and example boulder/rocks.
  - 11. Photographs of all plant material prior to ordering/installation
  - 12. Name and License Number of Subcontractor for pruning trees (Certified I.S.A. Arborist required)

### 1.05 PROTECTION

- A. Before commencing work, contractor shall place orange construction fencing around all vegetation labeled "to remain" on landscape plans. Fencing shall be placed squarely around each tree 6' x 6' and at least 60" in height or continuously around groups of vegetation as shown on plans. No work may begin until this requirement is fulfilled. All other vegetation not labeled "to remain" shall be cleared and grubbed including root systems.
- B. In order to avoid damage to roots, bark or lower branches, no truck or other equipment shall be driven or parked within the drip line of any tree, unless the tree overspreads a paved way.
- C. The contractor shall use any and all precautionary measure when performing work around trees, walks, pavements, utilities, and any other features either existing or previously installed under this Contract.
- D. The Contractor shall adjust depth of earthwork and loaming when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated item.
- E. Where excavating, fill or grading is required within the branch spread of trees that are to remain, the work shall be performed as follows:
  - a. TRENCHING: When trenching occurs around trees to remain, the tree roots shall not be cut but the trench shall be tunneled under or around the roots by careful hand digging and without injury to the roots.

- b. RAISING GRADES: When the existing grade at tree is below the now finished grade, and fill not exceeding 16 inches (16") is required, clean, washed gravel graded from one to two inches (1" 2") in size shall be placed directly around the tree trunk. The gravel shall extend out from trunk on all sides a minimum of 18 inches (18") and finish approximately two inches (2") above the finished grade at tree. Install gravel before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill. Where fill exceeding 16 inches (16") is required, a dry laid tree well shall be constructed around the trunk of the tree. The tree well shall extend out from the trunk on all sides a minimum of three feet (3') and to three inches (3") above finish grade. Coarse grade rock shall be placed directly around the tree well extending out the drip line of the tree. Clean, washed gravel graded from one to two inches (1" 2") in size shall be placed directly over the coarse rock to a depth of three inches (3"). Approved backfill material shall be placed directly over the washed gravel to desired finished grade.
- c. LOWERING GRADES: Existing trees in areas where the now finished grade is to be lowered shall have regarding work done by hand to elevation as indicated. Roots as required shall be cut cleanly three inches (3") below finished grade and scars covered with tree paint.
- d. Trees marked for preservation that are located more than six inches (6") above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Trees located more than 16 inches (16") above proposed grades shall have a dry laid stonewall, or other retaining structure as detailed on the plans, constructed a minimum of five feet (5') from the trunk. Exposed or broken roots shall be cut clean and covered with topsoil.
- F. Contractor is responsible for all protection measures listed above. If these procedures are not followed, contractor is responsible for replacement of existing trees with approved trees of equal caliper and height.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Transport plant materials covered or in closed vehicles to protect from exposure to heat and wind. Spray trees and in full leaf with anti-desiccant as recommended by the manufacturer before shipping. Take precautions to protect plant materials from desiccation and from damage to bark, branches and roots. Do not allow root balls to crack. Schedule shipments to coincide with planting work schedule.
- B. Storage and Protection: If planting is delayed after delivery, keep plants in a shaded area, cover roots with mulch or topsoil, and keep plants constantly watered until planted.

## 1.07 MAINTENANCE/WARRANTY

- A. Maintenance Requirements: Maintain the work of this Section throughout construction and for ninety days after 'substantial completion' and until final written acceptance by Owner. Notify the owner in writing of 'substantial completion'. Maintenance period begins after owner's written acceptance of 'substantial completion'.
- B. Maintenance Service: Perform the following maintenance operations at least once a week:

- 1. Remove and replace dead plant material. Prune plants to remove dead wood and to maintain health of plants.
- 2. Maintain all mulched areas at a 2 in. depth. Remove weeds and grass from shrub and ground cover areas and from watering basins.
- 3. Provide insect and disease control to maintain health of plants.
- 4. Irrigation:
  - a) If the irrigation system is operating, program and monitor the system to provide adequate water for plants.
  - b) If the irrigation system is not operating, hand water plants. Deep water trees each week.
- 5. Dispose of all maintenance debris/clippings off-site. Owner's dumpsters shall not be used.
- 6. Keep all site areas tidy and free of grass clippings, mulch or other foreign materials.
- 7. Submit dates, descriptions and receipts of all maintenance operations to SSP Design for approval.
- C. Warranty: Warranty shall cover all shrubs/groundcovers for a period of three months and trees/palms for a period of one year from the date of final acceptance. Any plant material deemed dead or unrecoverable by the owner shall be replaced with similar species and size within two weeks of notification from owner.

## 1.08 RIGHT OF REJECTION

A. The Owner/SSP Design reserve the right to inspect and reject plants at any time and at any place.

### PART 2-PRODUCTS

## 2.1 MATERIALS

- A. Fertilizer: 13-13-13 Osmocote slow release fertilizer granules or approved equal.
- B. Planting tablets: Agraform 21 gram slow release fertilizer tablets or approved equal.
- C. Compost: Premium grade compost ('9 Kids Compost' or approved equal).
- D. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/GC in soil.
- E. Sand: Clean, screened inorganic masonry sand. Silica sand only. River sand not acceptable. Mathis sand, Wright Materials, Plant 3 masonry sand (361) 387-0293 or approved equal

### F. Mulch:

- 1. Shrub and Ground Cover Planting Areas: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.
- 2. Watering basins: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.

### G. Plants:

- 1. General: Provide plant materials that are healthy and free from disease, insects, and larvae and without damage to bark, branches, and roots.
- 2. Approval: All plants must be approved by Owner/SSP Design prior to installation. Any plants not approved by Owner/SSP Design shall be subject to rejection. All trees/palms must be inspected, approved and tagged by Owner/SSP Design at their place of origin or as directed in writing by Owner/SSP Design. Container grown trees shall be obtained by Glen Flora Farms, Inc. or approved equal.
- 3. Sizes: Measured after pruning and in accordance with the plant schedule.
- 4. Root Treatment: As follows in accordance with the Reference Standards:
  - a) Palms: Balled and burlapped or containerized if they have been in the container for at least one growing season.
  - b) Trees, Shrubs, Ground Cover Plants: Container grown with a well-established fibrous root system.
- 5. Palms: All new palms shall be field dug or containerized material in specified sizes shown in plant schedule. All palms shall have good form (straight trunks) consistent of its species, free of scares/abrasions/burn marks and disease and insects, with large healthy root systems. Rootballs sizes for B/B material must meet the following minimum specifications:
  - a) Sabal Palms 44" diameter, 36" height
  - b) Washingtonia Palms 44" diameter, 36" height
  - c) Cuban Royal Palms, Mediterranean Fan Palms, Cocos Palms 30" diameter, 30" height

## H. Staking material:

- 1. Tree stakes shall be commercial grade T-Posts, 1.25 Gauge, 8' Ht., Green with orange safety caps on tops. Note: Do not drive through stakes through root balls.
- 2. Tree ties shall be Poly Chain Lock 1" width, black, ProLock or approved equal
- 3. Palm stakes shall be treated timber braces, stakes, and battens including burlap protection and steel straps sized per palm planting detail. Ground stakes must be at least 48" in length with at least 42" securely embedded in undisturbed soil.
- 4. All staking to be removed at the end of the maintenance period or at final acceptance, whichever is later.

### I. Edging:

- 1. Concrete Edging: Extruded, colored, fibermesh reinforced concrete edging (per details) *Curb Appeal (or approved equal)*
- 2. Tree Rings: 4" Ht., 30" Dia., Black Anodized Aluminum tree rings. *Dreamscapes* (or approved equal)
- 3. Aluminum edging: 4" Ht., Black Anodized Aluminum Edging. *Dreamscapes (or approved equal)*

#### 2.2 PLANTING SOILS

- A. Planting Mix: 75 percent sandy-loam topsoil; 25 percent premium compost; (3:1 ratio by volume); and specified fertilizer or planting tablets.
- B. Shrub and Ground Cover Areas:
  - 1. Where no topsoil has been installed: Remove twelve inches of existing soil and replace with ten inches of 'Planting Mix' as described in Item A above.

### **PART 3-EXECUTION**

#### 3.1 EXAMINATION

A. Verification of Conditions: Examine the site and conditions under which landscape work is to be performed. Have the installer notify the Contractor in writing, with a copy to SSP Design if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to installer. Beginning of work indicates acceptance of the site as satisfactory by the installer.

### 3.02 EXECUTION

- A. Site Preparation: Contractors must visit and review site prior to bidding. Compacted soils and sub-soils from construction activities must be ripped and tilled until a loose, friable and free-draining condition is met. All existing weeds, grass, stabilized sub-base material, rubble, excavated soil and other material shall be removed from the site and disposed of by the contractor prior to starting any new landscape work. Soil conditions around entire site must be approved by Owner/SSP Design prior to rough and finished grading operations. Contractor shall not install any fill or topsoil in landscape areas prior to site condition approval by Owner/SSP Design.
- B. Drainage: Landscape contractor shall follow grading as shown and specified on Civil Engineer's grading plans. Landscape contractor shall coordinate grading operations with site contractor. Landscape contractor shall ensure final grades conform to the Civil Engineer's grading plan including grades around building, swales, sidewalk under-drains/swales, roof drains, splash blocks and rock swales through planting beds.
- C. Vegetation Protection: Contractors are responsible for protection of existing vegetation labeled on plans "to remain". Protection of existing vegetation includes supply and installation of protective fencing around all existing planting areas.
- D. Bed Preparation and herbicide: All planting areas shall be free of weeds, grass, insects, or any other deleterious material prior to bed preparation. Contractor shall herbicide all planting areas with 'RoundUp' or approved equal at least two times prior to installation of any new plants. Pre-emergent herbicide shall be applied after planting and before placement of mulch.
- E. Planting Beds: Excavate 12" of existing soil within planting beds and replace with 8" of imported topsoil and 2" of premium compost. Mechanically till into top six inches of bed until a loose, friable soil condition is met. Final grades within all planting beds shall be 3" below building weep holes and adjacent curbs to allow for 2" layer of mulch. Contractor to ensure positive drainage throughout all landscape areas. Adjust grades as necessary to direct water away from buildings, structures and planting beds. Report any discrepancies on all drainage issues in writing to Construction Manager or the Civil Engineer. Owner or SSP Design to approve planting beds prior to planting operations.

- F. Edging: Edging shall be installed as shown on plans. Edging shall allow for tapered drainage points (10 feet on center or less) to ensure free drainage away from all structures and walkways. Edging shall be set flush with adjacent paving, sidewalks or driveways.
- G. Grass Areas: Scarify, float and fine grade all areas to receive sod or hydromulch for approval by SSP prior to placement of sod or application of hydromulch. Supply additional topsoil as necessary to fill any/all low areas and ensure positive drainage away building / planting beds. (see specification on lawns for further requirements).
- H. Berms and Mounding: Supply topsoil and construct berms as indicated on plans. Berms shall have a maximum slope of 1:4. Owner or Construction manager to approve berming and mounding prior to planting operations.

## I. Planting:

### 1. Installation:

- a) Excavate planting pit and french drains to depth and width indicated on details in drawings.
- b) Set root ball on undisturbed or compacted soil in planting pit. Remove burlap, rope, wire, and all other wrapping material from top of ball. Remove any binding rope which is not biodegradable completely. Top of root ball shall be set 1" above adjacent finished grade.
- c) Fill planting pit 2/3 full with planting mix, soak with water and allow settling, and adding fertilizer tablets as detailed. Finish filling pit with planting mix and tamp lightly.
- d) Construct a watering basin as detailed (or install aluminum edge tree ring) and install 2 in. layer of mulch. Water-in to completely saturate the root ball and planting mix. Add planting mix where any settling or air pockets occur.
- e) Stake all trees/palms immediately after planting as detailed.
- 2. Palms: New Washingtonia palms shall be cleaned (skinned) completely of their leaf stem bases and fibers to a height 4 feet below the crown. Sabal palms shall be planted with their leaf stem bases remaining but cleaned and trimmed evenly. All palms shall be planted with several petioles or fronds tied up straight with natural twine. Remaining fronds shall be trimmed or 'hurricane cut' to lighten wind load on terminal bud. Contractor is responsible for removing or cutting the twine supporting the fronds at the appropriate time. All palms must be inspected and approved on site by SSP Design prior to installation.
- 3. Shrubs: All plants shall be of species denoted on plans and shall be container-grown material at specified sizes. All plants shall be of size equal or greater than T.A.N. standards for their respective container size. All material shall be vigorous, well established, of good form consistent of species, free of disease and insects, with large healthy root systems and with no evidence of being restricted or damaged. All plants shall be inspected and approved on site by SSP Design prior to installation.

- 4. Planting Holes: All tree/palm holes shall be excavated with a diameter at least two times the rootball size and to a depth equal to the height of the rootball. The bottoms and sides of each hole shall be scarified with a pick to allow for free drainage and maximum root penetration. After tree/palm placement, the hole shall be backfilled with a mixture of excavated soil and premium compost mixture (9 Kids Compost or approved equal). All holes shall be tested/inspected by SSP Design for free drainage prior to installation of trees.
- 5. Tree Rings: Tree rings shall be installed on trees within grass areas as indicated on plans. Tree rings are to be aluminum edge or extruded concrete per plans and details. A minimum of 2 inches of specified mulch shall be placed within the tree rings. Tree rings must be maintained and kept free of weeds during the entire maintenance period.
- 6. Watering Basins: Watering basins for all trees/palms that do not include a tree ring shall be constructed in a ring shape around each tree or palm trunk. This earthen berm shall be constructed 6" in height and 36" in diameter so as to hold water and allow infiltration around root ball. A minimum of 2 inches of specified mulch shall be placed within the watering basin. Watering basins must be maintained and kept free of weeds during the entire maintenance period.
- J. Insect and Disease Control: Apply treatment as frequently as required during construction and 90-day maintenance period to prevent damage to plant material. Use only chemicals specifically approved by TNRCC.
- K. Pruning: All existing and new vegetation shall be pruned/trimmed by a Certified I.S.A. Arborist as directed on site by SSP Design.

### 3.03 CLEANUP AND PROTECTION

- A. Remove debris from landscaped areas daily and sweep clean adjacent pavements, if soiled by landscape activities.
- B. Provide temporary barriers or fences as required to protect landscaping from any type of damage or theft until final acceptance.

#### 3.04 CLOSE-OUT DOCUMENTS

- A. As-Built Drawings: Submit 'As-Built' drawings before project close-out showing the landscape layout, including revised plant material, and other installation information.
- B. Warranty Letters: Submit warranty letters for trees / palms / lawns / shrubs / pavers / furniture / masonry / stone / amenities.

## **END OF SECTION**

## PART 1 GENERAL

### **1.01 SCOPE**

General: Section Includes: Labor, materials, necessary equipment and services to complete the tree protection and relocation work.

NOTE: This project is an existing campus with existing irrigation, lawns and landscape. Contractors shall protect or demo as shown all existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns labeled to remain or to be protected shall be repaired and replaced at contractor's expense.

- A. Related Section:
  - 1. 02900 Planting.
- B. Before tree excavation, pruning, removal, or relocation of existing trees, contractor shall engage a certified arborist (ISA Certified) and notify and meet with:
  - 1. SSP
  - 2. Appropriate utility companies for spotting and coordination of service disconnection as necessary to complete work.
  - 3. All other trades associated or affected by this work.

### 1.02 REFERENCES

- A. General: "Hortus Third," 1976.
- B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
- C. Plant Material: "American Standard for Nursery Stock," ANSI Z60.1-1990.
- D. NAA: National Arborist Association Standards
- E. ISA: International Society of Arboriculture

## 1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:.
  - 1. Tree or palm pruning (ISA Certified Arborist)
  - 2. Tree or palm preparation, relocation, fertilization, mulching, watering system

## 1.03 **DEFINITION**

- A. Toxic Substances:
  - 1. Do not deliver any toxic substance or item to the site without furnishing to the owner a Texas Material Safety Data Sheet (MSDS).
  - 2. Provide current MSDS information with each initial shipment.
  - 3. The MSDS shall contain the following information:
    - a. The chemical name and the common name of the toxic substance.
    - b. The hazards or other risks in the use of the toxic substance, including:
      - 1) The potential for fire, explosion, corrosivity and reactivity.
      - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally

recognized as being aggravated by exposure to the toxic substance.

- 3) The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, any other safety precautions in the use of or exposure to the toxic substance including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

#### 1.04 DESCRIPTION

- A. Protect existing trees to remain during construction phases. Provide tree protection fencing around all trees to remain and barriers for existing trees adjacent to tree transplantation operations. Any trees designated to remain that are scarred, damaged or destroyed shall be replaced at the Contractor's expense, with similar species, size, and quality. Provide temporary watering methods for trees and vegetation to remain on site hand water if required. Watering schedule shall be coordinated by contractors' certified arborist in conjunction with Owner.
- B. Relocate trees/palms as noted on plans. Store and maintain relocated trees/palms in contractor's nursery during construction. Storage and maintenance includes regular watering (or drip irrigation), fertilizing and pruning as necessary for healthy growth. Storage area in contractor's nursery must be approved prior to relocation. Relocate stored material on site in locations shown on final landscape plans or as directed by SSP.
- C. Resulting tree pits of relocated material on site shall be backfilled with clean top soil fill and brought back flush with surrounding grade, unless the pits are to be immediately replanted. Stabilize/compact grade if required. Correct problems caused by erosion, wind, etc., in the reclaimed area. Pits to be quickly replanted shall be surrounded by safety barricades to prevent accidental falls into pits.
  - 1. In areas where new plant material will replace relocated plant material, appropriate planting soil mix shall be used as backfill.
- B. Remove other vegetation per plans or as directed by SSP to accommodate new plantings. Prepare areas to be planted according to Section 02900.

## 1.05 SUBMITTALS

- A. Submit certified arborist information, protection measures & materials, pruning/trimming/watering schedule, for use in tree protection for approval by SSP.
- B. Submit a list of equipment, procedures, and labor force anticipated for use in tree relocation for approval by SSP.
- C. Submit a daily/weekly schedule indicating trees/palms to be dug and relocated. Note materials requiring root pruning, and that the relocation schedule is to begin at the end of the specified root pruning period.

- D. Obtain permits required by the local tree or landscape ordinances which may include meeting with the local City or Urban Forester.
- E. Submit written certification that trees indicated to remain have been protected during the course of construction according to industry standards. Certify that where damage did occur:
  - 1. Trees were promptly and properly treated.
  - 2. Indicate which damaged trees (if any) are incapable of retaining full growth potential and are recommended to be replaced.

## 1.06 QUALITY ASSURANCE

- A. The Contractor's crew used for the relocation of existing trees shall have minimum 10 years' experience in relocation of existing plant materials and shall include an ISA Certified Arborist.
- B. Unless otherwise specified, tree transplanting shall comply with NAA Ref.1.
- C. Comply with NAA standards for pruning and remove branches from trees to remain to clear new construction.
- D. Recommend procedures to compensate for loss of roots (if any) and perform initial pruning of branches and stimulation of root growth where removed to accommodate new construction.
- E. Perform tree repair work for damage incurred by new construction.
- F. Provide routine progress evaluation reports on relocated trees until the end of the maintenance period.
- G. Evaluate existing trees and verify trees are free of disease and ready to survive relocation from the site to their new location on-site or off-site.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Properly handle trees and palms during moving so trunks will not be scarred or damaged and to avoid broken limbs. Broken limbs not causing the tree to be rejected shall be repaired as follows:
  - 1. Properly prune dead, dying, or damaged branches with clean, sharp equipment.
  - 2. Remove injured bark and wood of a tree would with a clean, sharp knife to a point where healthy bark and wood make contact at their margins.
  - 3. Inspect and treat wound for insect and disease.
  - 4. Seal wounds with bituminous base wound paint for all limbs greater than 3 inch diameter.
- B. Transport trees on vehicles of adequate size to prevent overcrowding, broken limbs, foliage damage, or root ball damage.
- C. Keep root balls moist during relocation.
- D. Protect tree crowns with shade cloth to prevent desiccation and wind burn. Crowns shall be periodically sprayed with water to help ensure against desiccation.
- E. Handle plant material only in ways and means accepted by industry standards and accepted by Owner.
- F. Plant material shall be planted the same day it is dug. Coordinate preparation of planting pits or temporary nursery accommodations to ensure this schedule.

#### 1.08 WARRANTY

- A. For protected/preserved trees or palms that die due to contractor negligence during construction, replace their canopy area with new trees as specified:
  - 1. Canopy spread for trees shall be a minimum of six feet and a caliper of at least 3 inches. Height for replacement palms shall be a minimum of six clear trunk feet.
  - 2. Replacements (mitigation plantings) shall be provided at no additional cost to the Owner.
  - 3. Proposed replacement canopy tree species shall be approved by Owner.
  - 4. The specification requirements for trees and palms are according to Section 02900.
- B. For relocated trees or palms that die, replace their canopy area with new trees as specified:
  - 1. Canopy spread for trees shall be a minimum of six feet and a caliper of at least 3 inches. Height for replacement palms shall be a minimum of six clear trunk feet.
  - 2. Replacements (mitigation plantings) shall be provided at no additional cost to the Owner.
  - 3. Proposed replacement canopy tree species shall be approved by Owner.
  - 4. The specification requirements for trees and palms are according to Section 02900.
- C. Repair damage to other plants and lawn or construction work within the relocation area during tree transplantation at no cost to the Owner. This includes, but is not limited to, damage to curbs, walks, roads, fences, site furnishings, etc. Replacing and replanting of damaged trees, shrubs or turf shall be according to Section 02900.

#### 1.09 MAINTENANCE

- A. Maintain protected/preserved and relocated plant materials throughout construction period and continue until the 90 day maintenance period is complete, upon which time the Owner will take over maintenance of materials following procedures and recommendations of contractor and specifications.
- B. During the maintenance period, maintain protected and relocated plant materials according to procedures described in Section 02900.

#### **PART 2 PRODUCTS**

### 2.01 MATERIALS

- A. Tree Protection Fence: Tree protection fence shall be a minimum of four feet high. Chain Link Fencing (No 9. GA. 2" Mesh with 2" Posts, driven at least 2' into ground @ 6 foot intervals or approved equal-see details on plans for alternate tree protection fencing).
- B. Tree Protection Signage: Vegetation Protection Areas shall be labeled "Vegetation Protection Area". Signs shall be laminated or otherwise weatherproof and printed in bold text so as to be easily read from a distance of 20 feet. Wording on signage shall be provided in both English and Spanish.
- C. Compost, topsoil, planting soil, mulch, staking, and guying, shall be as specified in section 02900.
- D. Fill materials shall be as specified in Section 02900.

#### PART 3 EXECUTION

### 3.01 VEGETATION PROTECTION

- A. Initial Work: No other construction activity may occur on site until Tree Protection Fencing has been installed and approved by SSP.
- B. Construction Activity: All construction activity within the areas fenced off around the trees shall be prohibited. This shall include the following activities:
  - 1. Parking or driving of equipment, machinery or vehicles of any type.
  - 2. Storage of any construction materials, equipment, stockpiling, excavation or fill, soil, gravel, etc.
  - 3. Dumping of any chemicals, (i.e. paint thinner from cleaning brushes), wash-out materials from cleaning equipment, concrete or mortar remainder, trash, garbage, or debris of any kind.
  - 4. Burning within or in proximity to protected areas.
  - 5. Felling trees into protected areas.
  - 6. Trenching or grading within the Critical Root Zones of protected trees for any purpose without notifying Owner 10 days in advance of operation in writing. This includes utilities, lighting, irrigation, drainage etc.
- C. Tree Protection Areas: Any work required by plans which is in a Tree Protection Area shall be performed by hand. All work shall be performed in a manner to prevent compaction, siltation and disturbance of the root systems of all associated trees and understory trees. At no time shall tree protection fencing be removed or relocated without permission of Owner.
- D. Subcontractor: The general contractor shall be responsible for insuring that all subcontractors are aware of all Vegetation Protection Specifications.
- E. Critical Root Zone: Contractor may operate equipment within the root zone of trees to be preserved only if buffered with 1/2" plywood with a 6" layer of wood chips underneath; or 12 inches of wood chips. Approval from Owner is required prior to operation of any equipment in tree protection areas. Root protection measures shall be inspected and maintained throughout construction.
- F. Location: Contractor will be responsible for installation, repairs and upkeep of tree protection fencing around trees and groups of trees to be preserved. See plan for locations.
- G. Flagging: Prior to installation, Contractor shall flag or paint location of fencing in field for verification by Owner.
- H. Contractor shall include supply, installation, maintenance, and removal of fencing in bid.
- I. Tree Protection Fence: Fencing shall remain in place and be continuously maintained for duration of construction.
- J. Watering: Contractor shall engage ISA Certified Arborist to coordinate and submit watering schedule for approval by Owner. Watering shall be scheduled as required specific species, soil conditions, and time or year.
- K. Damage: Contractor will provide services as necessary to respond to damage by construction activities within 48 hours of notification by the Owner.

L. Penalties: Failure to comply with specifications will result in penalties as prescribed herein and by local codes and ordinances.

### 3.02 TRANSPLANTATION

- A. Transplanting shall consist of on-site or off-site transplanting of existing trees or palms from proposed construction areas to storage areas to permanent locations as noted on the drawings.
- B. Digging, Wrapping, and Handling: Plants shall be dug and prepared for moving in a manner that will not cause damage to branches, shape, root system, and development.
- C. Balled and Burlapped Plants:
  - 1. Balls shall be firmly wrapped with wire mesh, burlap or accepted cloth substitute.
  - 2. No balled plant will be acceptable if the ball is cracked and broken or if the stem or trunk is loose in the ball, either before or during transplanting.
  - 3. Balled plants shall be lifted and handled from the bottom of the ball.
  - 4. Protect ball and deliver to the site, plant immediately, and water thoroughly.
  - 5. Ball sizes shall be as recommended in ANSI Z60.1

### 3.02 PLANTING

#### A. Relocated Material:

- 1. Relocated trees/palms shall be planted according to procedures described for new material, Section 02900. Verify final grades have been established before planting operations. Ensure proposed planting pits drain freely by test-filling with water before transplantation.
- 2. Continue watering and caring for relocated material as specified.
- 3. Mulch tree pit areas to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuations.
- 4. Brace trunk and leave in place for approximately one year until trees are wind firm.
- 5. Wrap trunks and structural branches of thin-barked trees to protect against sun scald and dehydration. Retain through at least one growing season, and through hurricane season.
- 6. Feed with a diluted solution of N-P-K in solution form with a soil needle, providing water, air, and nutrients.
- 7. Where foliage is retarded, spray with soluble type foliage feeder.
- 8. At time of planting, fill air pockets and keep roots, especially feeder roots, moist, live, and healthy. Use soil needles for watering new transplants. Direct fine spray at foliage to help harden-off new leaves.

## 3.03 STAKING AND GUYING

A. Stake and guy designated material according to procedures described for new plant materials, Section 02900.

#### 3.04 WATERING

A. Following transplantation, water trees daily for the first two weeks, every other day for the next three weeks, and every third day for the balance of the three month

#### SECTION 02902 – VEGETATION PROTECTION & RELOCATION

- watering/maintenance period. Such watering shall thoroughly saturate the root ball to its full depth.
- B. Following relocation, trees designated for transplanting shall be watered as specified in this section. Such watering shall thoroughly saturate the root ball to its full depth.
- C. Provide temporary automatic or manual watering of protected/preserved trees and relocated plant materials during construction and for 90 days after substantial completion. If used, after 90-day maintenance period, Contractor shall be responsible for the complete removal of all temporary watering systems.

## 3.05 TAGGING

A. Trees within the designated areas for relocation shall be clearly marked by means of yellow plastic surveyor's ribbons and coordinated with, inspected, and accepted by Owner before root pruning and digging.

## 3.06 ROOT PREPARATION

- A. Trees to be relocated shall be root pruned at least 45 days before digging with clean, sharp equipment.
  - 1. Maintain root pruned materials by watering, weeding, mowing, spraying, fertilizing, and other horticulture practices.
  - 2. After root pruning, backfill with good rooting medium, fertilize with organic fertilizer to promote root growth.
  - 3. Mulch to reduce weeds, discourage foot traffic, conserve moisture, and minimize temperature fluctuation.
- B. Root Ball Size Chart: Root ball sizes shall be according to minimum standards set forth in Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
  - 1. Trees-Minimum Ball Sizes:

Caliper Minimum	Ball Diameter	<u>(</u> Larger sizes increase	
proportionally)			
3-1/2" to 4"	28"		
4" to 4-1/2"	30"		
4-1/2" to 5"	32"		
5" to 5-1/2"	34"		

2. Minimum Ball Depth:

# Ball Diameter Depth

Less than 20" Not less than 75 percent of diameter.

20" to 30" Not less than 65 percent of diameter.

30" to 48" Not less than 60 percent of diameter.

## 3.07 CROWN PREPARATION

- A. Shade and Flowering Trees:
  - 1. Shade Trees: ISA Certified Arborist to selectively prune and thin crown to remove approximately one third of the branches. Preserve the basic shape and form of the tree, eliminate cross-branching and dead or diseased branches.

#### SECTION 02902 – VEGETATION PROTECTION & RELOCATION

- 2. ISA Certified Arborist to hand strip selected species of all leaves following pruning and before moving.
- B. Palms: Follow standard procedure for transplantation of palms as specified in Section 02900.

## 3.08 HAND DIGGING

A. Burlapping is required. Trees that are burlapped for relocation shall comply and be handled in same manner as new plant material specified in Section 02900.

## 3.09 SPECIAL CONDITIONS

- A. Multi-Trunk Trees: Relocate multi-trunk tree as one unit. Measure trees by taking the aggregate total of all DBH measurements.
- B. Multi-Trunk Palms: Relocate multi-trunk palms as one. Palms shall be measured as follows:
  - 1. 50 percent of the value in dollars of the largest trunk in the grouping times the number of trunks in the clump.
- C. On/Off-site relocation:
  - 1. Relocation shall include root pruning, canopy pruning, on/off-site transportation, off-site storage, watering and maintenance, hauling and dumping of debris, and 90-day maintenance after final planting.
  - 2. If the tree or palm should die within the 90 day maintenance period, remove the tree, replace the material, and restore the site at no additional cost to the Owner.

## 3.10 CLEANING

- A. Site Clean-up:
  - 1. Upon completion of each day's work, thoroughly clean up the project site.
  - 2. Remove equipment, unused materials, deleterious material, and surplus excavated material.
  - 3. Fine grade all disturbed areas and the areas adjacent to the transplanted material to provide a neat and uniform site.
  - 4. All damaged or altered existing structures, as a result of the landscape work, shall be corrected.

#### END OF SECTION

## **PART 1 - GENERAL**

## 1.01 SUMMARY

- A. Section Includes: The establishment of a complete and uniform lawn by sodding and/or hydromulching.
- B. Related Sections:
  - 1. Section 02810-Irrigation
  - 2. Section 02900-Planting

NOTE: This project is an existing campus with existing irrigation, lawns and landscape. Contractors shall protect or demo as shown all existing irrigation, lawns, landscape, etc. Any damage whatsoever to existing irrigation, landscape or lawns labeled to remain or to be protected shall be repaired and replaced at contractor's expense.

## 1.02 QUALIFICATIONS

A. Lawn work to be performed by a single firm specializing in commercial landscape work with a minimum of five (5) years experience on similar type projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

## 1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:
  - 1. Irrigation Sleeving
  - 2. Irrigation Water Meter, Backflow, Permits, Testing
  - 3. Irrigation System
  - 4. Landscape Athletic Field Grading and Soil Mix
  - 5. Landscape Athletic Field Sod
  - 6. Landscape Planting, Materials, Installation, Warranty
  - 7. Landscape / Irrigation 90 Day Maintenance

# 1.03 SUBMITTALS

- A. Submittals shall be formatted electronically in a pdf file with a table of contents and tabs identifying each section. The following submittals are required for this section:
  - 1. Product Data: Manufacturer's specifications and application instructions for fertilizer
  - 2. Hydromulch mixes, percentages, lbs per acre, etc. for SSP review and approval before application.
  - 3. Samples: Topsoil, compost, silica/masonry sand for SSP review and approval before installation.
  - 4. Certificates: Inspection certificate from Texas Department of Agriculture indicating sod has been found free of, insects and larvae.
  - 5. Certificates: Breakdown of seed types, percentages, and mixture composition.
  - 6. Sod Delivery Tickets: One per truckload indicating sod species, nursery certification, date and time of cutting. diseases

# 1.04 DELIVERY, STORAGE AND HANDLING

- A. Sod Delivery: Have sod delivered within forty-eight hours of cutting. Stack sod with roots to roots, protected from exposure to elements during shipment.
- B. Storage: Lay sod as soon a practicable after delivery. If installation is delayed more than four hours, store sod under shade and keep constantly moist. Sod must be laid within forty-eight hours of cutting. Do not pile more than two foot depth of sod. Do not tear, stretch or drop sod. Do not allow soil to break free of turf roots.

## 1.05 PROJECT CONDITIONS

A. Utility Construction: Do not lay sod or begin hydro-mulching until all underlying utility work is complete, trenches backfilled, compacted and graded, and topsoil placed and fine graded and sports fields laser leveled and approved by Owner/SSP.

## 1.06 MAINTENANCE/WARRANTY

- A. Maintenance Service: Maintain the work of this Section throughout construction until the Date of Substantial Completion and ninety (90) days thereafter until a complete and uniform lawn has been established and accepted by the Owner / SSP.
- 1. Establish hydro-mulched or sodded lawns per planting plans. Reapply hydro-mulch or re-sod as necessary until **full and uniform** coverage is obtained.
- 2. Mow general lawn areas at least once per week to maintain height of grass at 2 inches for 'common Bermuda grass' and 1" for 'Bermuda 419 sodded grass' and or as directed by Owner/SSP. Mowing of general lawn areas may be carried out using standard rotary type mowing equipment.
- 3. Mow Sports Fields <u>at least twice per week</u> to maintain an initial height of 1" for the establishment period then begin lowering the height over the next 90-days to achieve a final height of 5/8" to 3/4". Mowing of Sports Field areas shall be carried out using reel type mowers only. Rotary mowers will not be accepted for Sports Field maintenance.
- 4. Trim/edge all lawn areas adjacent to watering basins, pavements, driveways, walls, structures, curbs, planting beds, edges and islands.
- 5. Provide insect and disease control to maintain health of grass.
- 6. Apply pre and post emergent herbicides as required or directed to control weed growth throughout the establishment and maintenance periods.
- 7. Fertilize general lawn areas (minimum two applications) with balanced commercial grade lawn fertilizer until complete and uniform coverage is obtained.
- 8. Fertilize Sports Field areas (minimum four applications) using a high nitrogen formula such as HJ 25-0-0 with Wolftrax or Scotts Sierrablen 27+5+5+Fe or Scotts Fairwaymaster 20+5+8 or approved equal.

Note: Submit fertilizer type for SSP review and approval prior to application. Depending on time of year, SSP may require a fertilizer that includes pre or post emergent herbicide.

- 9. Verti-cut or de-thatch Sports Field turf at least one time at the end of the maintenance period.
- 10. Apply top dressing (clean inorganic sand-see below) to level any divots, depressions or low spots during the maintenance period. Top dressing must be completed utilizing a mechanical top dressing machine and applying a minimum of 1/2" depth sand layer over entire field surface. (approx. 90 cubic yards of sand required).
- 11. Irrigation:
  - a) If the irrigation system is operating, program and monitor the system to provide adequate water for grass.
  - b) If the irrigation system is not operating, hand water grass.
- 12. Submit receipts/dates of all maintenance operations to SSP Design for approval.
  - B. Warranty: Warranty shall cover all lawn grasses for a period of three months from the date of final acceptance. Final acceptance will not be approved until full and uniform lawns are completely established and proof of all fertilizations including receipts have been reviewed and accepted.

## PART 2 PRODUCTS

#### 2.01.1 MATERIALS

- A. Fill Soil (sub-grade): Fertile agricultural screened topsoil or amended topsoil from site with amendments as required by soil testing lab. Use of existing site soil is prohibited until a full soil analysis/test has been completed by a certified soil testing lab. Contractor to provide testing of at least two samples from the existing soil proposed for use and submit soil test listed below for SSP / Owner review and approval. Use of existing soil for grading and fill is not acceptable until test results have been submitted and approved. https://www.soilkits.com/so55.html SO-55& TPSL® Turfgrass, Lawns & Athletic Fields Specific Test, Item# SO-55, Texas Plant & Soil Lab, Main Phone 956-383-0739, Fax Line 956-383-0730, Address 4915 West, Monte Cristo Road, Edinburg TX 78541
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/cm in soil.
- C. Sand: For athletic/sports fields. Silica sand, clean, screened and free of debris. (Mathis Sand, Wright Materials Plant-3, Tel. (361) 387-0293 or approved equal). Also for use with top dressing as required by item 10 above.
- D. Sod: (See schedule for type). Provide premium #1 certified sod grown in a sod nursery on sandy soil, at least 1 yr. old with a heavy top and a strong, well-knit root system, and not more than five percent weeds or foreign grasses. Palleted sod is acceptable for general lawn areas. Large Roll sod (42" width rolls) is required for athletic fields. (King Ranch Turf Grass or approved equal)

- E. Hydromulch Material. Material for hydraulic mulching shall consist of virgin wood fibers manufactured expressly from clean whole wood chips. The chips shall be processed in such a manner as to contain no growth or germination inhibiting factors. Fiber shall not be produced from recycled materials such as sawdust, paper, cardboard, or residue from pulp and pure plants. The wood cellulose fiber mulch shall be dyed green to aid in visual metering during application. The dye shall be biodegradable and not inhibit plant growth. The wood cellulose fibers of the mulch must maintain uniform suspension in water under agitation. Upon application, the moist material shall form a blotter-like mat covering the ground. This mat shall have the characteristics of moisture absorption, percolation, and shall cover and hold seed in contact with the soil. The Contractor shall obtain certifications from suppliers that laboratory, field-testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch. Terra-Mulch Terra-Blend with UltraGro or approved equal.
- F. Fertilizer: Starter fertilizer (BCF 15-15-15) shall be used in hydro-mulch mix. The Contractor shall provide a Soil Analysis Report and shall use report to determine quantity and ratio of fertilizer for sustained growth of grass.
- G. Soil and Mulch Tackifier: Tackifier used with mulch shall be organic. Tackifier shall be mixed and applied with the hydromulch at an appropriate rate to stabilize soils and minimize erosion. Tackifier shall be pH stable with fertilizer and shall hydrate and disperse in mixing tank with water and other materials to form homogeneous slurry. Tackifier shall leave loose, chain-like stabilizing film on surface of soil, allow moisture to percolate into soil during seed germination and seedling growth, and break itself down through microbial action. Tackifier shall not inhibit plant germination or growth.
  - 1. Organic Tackifier. Organic tackifier shall be, starch-based tackifier formulated for use with conventional mulches. Active ingredient in tackifier shall be 100 percent derived from plant starch.
  - 2. Dry powder tackifier shall be blended with insolubilizer. After blending and mixing with water, tackifier shall swell, become sticky, and be suitable for use during heavy rain. Tackifier shall be applied at rate of 80 pounds per acre. Emulsion shall cure on surface of soil and become insoluble. Tackifier shall not inhibit plant germination or growth.
- H. Fertilizer: 12-4-8 (N-P-K), formulated for slow-release Nitrogen.

## PART 3 EXECUTION

#### 3.01 EXAMINATION

A. Verification of Conditions: Examine the site and conditions under which this work is to be performed. Have the installer notify the Contractor in writing, with a copy to SSP Design, if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to installer. Beginning of work indicates acceptance of the site as satisfactory by the installer.

## 3.02 PREPARATION

A. Topsoil: Refer to Section 02900 'Landscaping' for topsoil amendment.

B. Site Preparation: Contractors must visit and review site prior to bidding. Compacted soils and sub-soils from construction activities must be ripped and tilled until a loose, friable and free-draining condition is met. All existing weeds, grass, stabilized sub-base material, rubble, excavated soil and other material shall be removed from the site and disposed of by the contractor prior to starting any new landscape work. Soil conditions around entire site must be approved by SSP Design prior to rough and finished grading operations. Contractor shall not install any fill or topsoil in landscape areas prior to site condition approval by SSP Design.

## 3.03 INSTALLATION – HYDROMULCH / SOD

- A. All exterior ground within the limit of contract or any damaged adjacent areas, except surfaces occupied by structures and paving, except areas indicated to be undisturbed, shall be seeded, hydromulched, sodded or planted as shown on drawings. Furnish topsoil (if required or specified in plans/schedules), provide finish grading, prepare seed bed, seed, hydromulch, sod and maintain areas as indicated on the drawings.
- B. Lawn Area Preparations Grade areas to finish grades, filling as needed or removing surplus material. Float all lawn areas to a smooth, uniform grade as indicated on engineers grading plans. All lawn areas shall slope to drain away from structures and planting beds. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basin, elevational steps or structures) and elevations shown on plans. Contractor to ensure proper drainage around all structures. Adjust grades as necessary to direct water away from structures and planting beds. Report any discrepancies on all drainage issues in writing to SSP Design or the project engineer.
- C. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces. All finish grades shall meet approval of the SSP, before seeding/hydromulching operations. Loosen soil to a depth of six inches (3") in lawn areas by approved method of scarification and grade to remove edges and depressions. Remove stones or foreign matter over one half inch (1/2") in diameter from the top two inches (2") of soil. Float lawn areas to finish grades as shown on civil plans. Install topsoil over prepared subbase if included in materials schedules or as required to allow for a proper seed bed for germination and strong healthy growth of sod.
- D. Lawn areas should be permitted to settle or should be firmed by rolling before hydromulching or sodding.
- E. Hydromulching shall not be performed in windy weather.
- F. Lawn areas shall be seeded by hydro-mulching evenly with an approved mechanical hydro-mulcher at the rate of a minimum of three (5) pounds per 1,000 square feet. In areas inaccessible to hydro-mulching equipment, the seeded ground shall be lightly raked with flexible rakes and rolled with a water ballast roller. After rolling, seeded areas are to be lightly mulched with wheat straw or approved material.
- G. Lawns shall be maintained by the Contractor for at least 90 days after substantial completion or as long as necessary to establish a uniform stand of the specified grasses, or until final acceptance of lawns, whichever is later.

- H. Water hydromulched / sodded areas to a minimum depth of six inches (6") with a fine spray as necessary to the equivalent of one inch (1") per week. Increase or decrease watering based on season and weather / rainfall amounts.
- I. The surface layer of soil for hydromulched areas must be kept moist during the germination period. Set irrigation controller to short (5 minute) cycles, multiple times per day to keep hydromulch moist but prevent runoff and erosion. Any eroded areas of hydromulch must be regraded and re-hydromulched.
- J. Sod shall be installed to all areas as indicated on plans.
- K. Sod Bed Preparation See A, B, C, D above. All lawn areas are to slope to drain.
- L. Sod shall be laid within 48hrs of being cut or 24 hours after delivery to the project site. Only healthy vigorous growing sod is to be laid. Any stressed or yellowing sod shall be rejected.
- M. Always lay sod across slope and tightly together so as to make a solid area. All rolls or pieces of sod must be butt-jointed with no open joints. Any open joints will require clean sand or topsoil fill and re-leveling and rolling.
- N. Roll all new sod sufficiently to set or press sod into underlying soil and provide a smooth and even finished surface. Mechanical 2 ton roller or equivalent is required.
- O. After sodding has been completed, clean up and thoroughly moisten by sprinkler newly sodded areas.
- P. Make weekly inspections to determine the moisture content of the soil and adjust the watering schedule established by the irrigation system installer to fit conditions
- Q. After grass growth has started, all areas or parts of areas, which fail to show a uniform stand of grass for any reason whatsoever shall be re-hydromulched or sodded in accordance with the plans and as specified herein. Such areas and parts of areas shall be hydromulched or sodded repeatedly until all areas are covered with a full and uniform stand of grass at no additional cost to the Owner.
- R. Watering shall be done in such a manner and as frequently as is deemed necessary by SSP to assure continued growth of healthy grass. All areas of the site shall be watered in such a way as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to the finished surface due to the watering equipment.
- S. Water for the execution and maintenance of this work shall be provided by the Owner at no expense to the Contractor. The Contractor shall, however, furnish his own portable tanks, pumps, hose, pipe, connections, nozzles, and any other equipment required to transport the water from the available outlets and apply it to the seeded area in an approved manner.
- T. Mowing of the seeded, hydromulched or sodded areas shall be initiated when the grass has attained a height of one and one-half to two inches (1-1/2" to 2"). Grass height shall be maintained between one and one and one-half inches (1 to 1½") at subsequent cutting depending on the time of year. Not more than one third (1/3) of the grass leaf shall be

removed at any cutting and cutting shall not occur more than seven (7) days apart.

- U. When the amount of grass is heavy, it shall be removed to prevent destruction of the underlying turf. If weeds or other undesirable vegetation threaten to smother or takeover the planted species, such vegetation shall be mowed or, in the case of rank growths, shall be uprooted, raked and removed from the area by methods approved by the SSP.
- V. Protect hydromulched / sodded areas against trespassing and damage while the grass is germinating and/or growing in. Furnish and install fences, signs, barriers or any other necessary temporary protective devices. Damage resulting from trespass, erosion, washout, settlement or other causes shall be repaired by the Contractor at his expense.
- W. Remove all fences, signs, barriers or other temporary protective devices after final acceptable.

## 3.04 FERTILIZING – GRASS

- A. General lawn areas shall have fertilizer applied in two (2) applications with a thorough watering immediately following each application. The first application shall be one (1) week after the hydro-seeding using a 'starter fertilizer' at manufacturer's recommended rates. The second application shall be done after 30-60 days with an approved turf builder fertilizer at manufacturer's recommended rates and as approved by SSP.
- B. Sports Field areas shall have a minimum of four (4) applications with a thorough watering immediately following each application. The first application shall be one (1) week after the hydro-seeding using a 'starter fertilizer' at manufacturer's recommended rates. Subsequent applications shall be done after 30 days, 60 days and 90 days with a balanced or higher nitrogen fertilizer at manufacturer's recommended rates and as approved by SSP.
- C. Soil analysis and time of year shall be considered with SSP to determine fertilizer type, composition and final application rates. Submit fertilizer type and analysis to SSP for approval before any application. Document fertilizer application with photos and receipts of fertilizer purchases.

## 3.05 CLEANUP AND PROTECTION

- A. Remove debris from landscaped areas daily and sweep clean adjacent pavements, if soiled by landscape activities.
- B. Protect lawns from any type of damage, theft or vandalism until final acceptance. Install stakes and flagging or temporary fencing if required to keep traffic off newly established lawn areas until final acceptance.

# **END OF SECTION**

## **SECTION 114800 - RECREATIONAL EQUIPMENT**

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Provide sports equipment where shown on drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related;
  - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Section in Division 1 of these specifications.

## 1.2 SUBMITTALS:

- Comply with pertinent provisions of Section 01340.
- B. Product data; within 35 calendar days after Contractor has received the Owners Notice to Proceed, submit the following;
  - 1. Materials list of items proposed to be provided under this section;
  - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
  - 3. Dimensioned drawings as needed to depict the space required for these items, and their interface with the work of other trades.
  - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the procedures used on the work.

## 1.3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with all specified requirements and the methods needed for proper performance of the work in this section.

# PART 2 - PRODUCTS

Basis of Design: Porter Sports Equipment

Draper, Inc.

All other manufacturers must receive prior approval before bidding.

- 2.1 Soccer Goals (Each Field)
  - Pair Porter Portable World Cup Soccer Goals (R-487200)
  - Soccer Net (00491-824)
  - Never Flat Flip Wheels (00293-000)
  - Anchor System (00298-170)
  - Rear Spreader Kit (41224G)
  - Internal Weight Bar (00413-040)

Basis of Design: Belson Outdoors

Or equal

- 2.2 Team Benches (Baseball/Softball Field dugouts) 21'-0" Aluminum Bleacher Surface Mounted.
  - Team Series Aluminum Bleacher (AB21NB-S)

Basis of Design: Beacon Athletics

Or equal

- 2.3 Foul Poles (Baseball/Softball Field) Yellow 15'-0" high x 8'-0" wing.
  - Foul Pole (Pair) (Model #130-765-129)
  - Ground Sleeve (Model #130-765-109)

\*Provide foundation and all work required for complete installation.

# PART 3 - EXECUTION

# **INSTALLATION:**

Install equipment where shown on drawings and comply with manufacturer's instructions and final shop drawings. Provide accessories indicated and anchors, inserts, and other items required for installation of units and attachment of adjoining construction.

# ADJUSTMENT AND CLEANING

Upon completion of installation, including work of other trades, lubricate, test and adjust equipment to operate easily and in compliance with manufacturer's specifications.

**END OF SECTION 114800** 

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and other Division 26 Specification Sections, apply to this Section.

## 1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The following Summary of Work is intended as an aid to achieve an understanding of the various elements of work included in the project, as is not intended to be all-inclusive. Detailed descriptions of work and requirements are given in drawings and specifications.

## B. Scope of Work:

- 1. <u>General:</u> The "South Texas ISD New Sport Fields at Edinburg Campus" consists of new athletic lighting for football/soccer/track, baseball, and tennis fields.
- 2. Electrical: Provide all materials and labor associated with a complete operational electrical distribution system. Major items of work include, but are not limited to:
  - (a) Electrical Service: To remain as is with modifications.
  - (b) Exterior Athletic Lighting Systems: Provide LED type, including contactors, control panels, poles, etc. as noted on specifications.
  - (c) Power Systems: Provide miscellaneous duplex receptacles.
  - (d) Commissioning: Provide for the lighting equipment and lighting controls as required per IECC 2018.

#### 1.3 ALLOWANCES

A. Electrical: See Division 1 for electrical allowances.

#### 1.4 COORDINATION

- A. All electrical work shall be done under sub-contract to a General Contractor, who ultimately responsible for the entire project. Electrical Contractor shall coordinate all work through General Contractor, even in areas where only electrical work is to take place.
- B. All questions, requests for information, submittals, and correspondence from the Electrical Contractor shall be submitted via the General Contractor, who will forward to the Architect, who will then forward to the Engineer.
- C. Electrical Contractor shall not make any changes to design without written authorization from the Engineer. If changes are requested by the Owner, Architect, General Contractor, Suppliers, Manufacturers, or any others, Contractor should issue a written RFI for response by the Engineer.

## SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- D. Electrical Contractor shall issue seven (7) days written notice prior to any activities that require the presence of the Engineer at the job-site. This applies to all inspections required by specifications, and particularly to those where work will be covered (underground raceways, electrical raceways above ceiling).
- E. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.
- F. Issue written notification of the following tasks and allow five (5) days for Engineer to respond and schedule an inspection as required:
  - 1. Upon completion of underground raceways installation and prior to covering up.
  - 2. Upon completion of installing all raceways, labeling all j-boxes and prior to ceiling installation.
  - 3. Upon completion of pulling all wiring, making all terminations, labeling and color-coding wires at the panelboards and prior to installing their covers.
  - 4. When ready to request manufacturer's start-up of each piece of equipment.
  - 5. When ready to conduct complete Exterior Athletic Lighting demonstration.
  - 6. When ready for Substantial Completion Inspection.
  - 7. When ready for Final Inspection.
- G. Failure to issue written notification may result in work having to be redone to allow for proper inspection. It is this contractor's responsibility to make sure Engineer receives notification.

## 1.5 UTILITIES

- 1. Coordinate with power, water, telephone, cable and gas utilities to locate all utilities prior to digging in any area.
- 2. Obtain any approvals required from utilities to relocate utilities.
- 3. Cost of relocating or bypassing utilities indicated on drawings shall be included in Base Bid.
- 4. Coordinate with utility for electrical service. Base bid shall include all costs associated with service connection, including permit fees.

## 1.6 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises, clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Site Safety: Take every precaution to ensure the site does not present a threat to the safety of occupants and/or workers. Minimal safety requirements include, but are not limited to the following:
  - 1. Temporary fencing around construction areas.

## SECTION 260010 - SUMMARY OF ELECTRICAL WORK

- 2. Yellow caution tape and construction barricades along open trenches during the day. Trenches shall be covered at night and warning lights provided on construction barricades.
- 3. Temporary fencing around equipment while site work is in progress.
- C. Work shall take place with minimal disruption to Owner's operations in areas surrounding the job site.

## 1.7 SUBMITTALS - Special Requirements

- A. All submittals need to comply with submittal requirements as outlined on this Pre-Construction Meeting Agenda & specifications.
- B. Electrical Submittals shall be submitted electronically. Please organize the files as noted below (Native PDF format & searchable format). Files would need to be properly identified (cover letter, stamped, etc.) from the general contractor.
- C. All submittals to be separated by sections and identified by section #s, in native and searchable pdf format. All selections/markings or highlighting made on the submittal shall be specific for project requirements and exactly for what the Contractor is intending to provide on the project. If submittal does not specify as to which model/options will be used by highlighting or marking the submittal, then submittal will be returned as rejected.
- D. Manufacturer's standard dimensioned drawings, performance and product data shall be edited to delete reference to equipment, features, or information which is not applicable to the equipment being supplied for this project. Including Bill or List of Materials.
- E. Individual submittals shall not be reviewed until a complete package is received.
- F. Allow two weeks for initial review by Engineer, from the day it is received.
- G. After being released by GC, Subcontractor shall have one week to respond to our submittal/resubmittal review comments.
- H. Allow one week for review of resubmittals by Engineer, from the day it is received.
- I. All submittal review comments shall be forwarded by Engineer to Architect, who will then distribute as per Division 1.
- J. Provide detailed coordination drawings showing how mechanical, electrical & plumbing system components will be installed in coordination with work by others. Engineer's drawing files will be made available to Contractor for producing coordination and as-built drawings upon request.

## 1. Miscellaneous Electrical – Submittal #1

a.	260519	Low-Voltage	Electrical Power	Conductors and	Cables
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- b. 260526 Grounding and Bonding for Electrical Systems
- c. 260529 Hangers and Supports for Electrical Systems
- d. 260533 Raceways and Boxes for Electrical Systems
- e. 260553 Identification for Electrical Systems
- f. 260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling

# SECTION 260010 - SUMMARY OF ELECTRICAL WORK

g. 262726 Wiring Devices

## 2. Electrical Gear Submittal #2

- a. 262200 Low Voltage Transformers
- b. 262416 Panelboards

## 3. Light Fixtures Submittal #3

- a. 265613 Lighting Poles and Standards
- b. 265621 Exterior Lighting
- c. 265668 Exterior Athletic Lighting

## 4. Electrical Commissioning Submittal #5

a. 260800 Commissioning for Electrical Systems

# 1.8 SCHEDULE OF VALUES -Special Requirements

A. Electrical Contractor shall submit a Schedule of Values reflecting the total value of Electrical Work in the Contract and broken down into the following items as a minimum, with a line item for Materials/Equipment and another for Labor.

## **ELECTRICAL**

- 1. Electrical Gear.
- 2. Raceways Including Wiring.
- 3. Lighting Poles.
- 4. Exterior Athletic Lighting
- 5. Wiring Devices.
- 6. Commissioning
- 7. Allowances.
- 8. Miscellaneous.
- 9. Administrative and project management.

## 1.9 CODE COMPLIANCE:

The design for this project is based on:

- 1. Occupational Safety and Health Act (OSHA)
- 2. National Electric Code (NEC)
- 3. National Fire Code
- 4. International Building Code
- 5. UL 916
- 6. Local ordinances

END OF SECTION 260010

## 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. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

## 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Field quality-control reports.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member Company of NETA or an NRTL.

## PART 2 - PRODUCTS

## 2.1 CONDUCTORS AND CABLES

## A. Manufacturer:

- 1. Senator Wire & Cable Company.
- 2. Southwire Company.
- 3. Encore Wire
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2, Type XHHW-2 and Type SO.

D. Multiconductor Cable: Comply with UL 1569 and NEMA WC 70/ICEA S-95-658 for metal-clad cable, and Type MC with ground wire.

## 2.2 CONNECTORS AND SPLICES

## A. Manufacturers:

- 1. AFC Cable Systems, Inc.
- 2. AMP Incorporated/Tyco International.
- 3. Hubbell/Anderson.
- 4. O-Z/Gedney; EGS Electrical Group LLC.
- 5. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

# 2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

# PART 3 - EXECUTION

## 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

# 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls and Partitions: Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.
- D. Exposed Branch Circuits: Type THHN/THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN/THWN-2, single conductors in raceway.

#### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, which will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

## 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
  - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

## 3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

## 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

#### 3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

## 3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
  - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device
    - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- B. Test and Inspection Reports: Prepare a written report to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements.
  - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

A. Section includes grounding and bonding systems and equipment.

## 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

## 1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article.
- B. Field quality-control reports.

## 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section "Operation and Maintenance Data," include the following:
    - a. Instructions for periodic testing and inspection of grounding features at ground rings and grounding connections for separately derived systems based on and NFPA 70B.

## 1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### PART 2 - PRODUCTS

## 2.1 CONDUCTORS

- A. Insulated Conductors: tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules: 1-5/8 inches wide and 1/16 inch thick.

## 2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless **exothermic**-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## 2.3 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad; 3/4 inch by 10 feet.

## **PART 3 - EXECUTION**

## 3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned copper conductor, No. 2/0 AWG minimum.

- 1. Bury at least 24 inches below grade.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
  - 4. Connections to Structural Steel: Welded connectors.

## 3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

## 3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
  - 3. Receptacle circuits.
  - 4. Flexible raceway runs.
  - 5. Metal-clad cable runs.
  - 6. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the distribution panel to equipment grounding bar terminal on busway.
- C. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

## 3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

- 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

# 3.5 FIELD QUALITY CONTROL

# A. Tests and Inspections:

- 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
- 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at individual ground rods. Make tests at ground rods before any conductors are connected.
  - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
  - b. Perform tests by fall-of-potential method according to IEEE 81.
- 4. Prepare dimensioned Drawings locating each, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
  - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
  - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
  - 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
  - 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
  - 5. Manhole Grounds: 10 ohms.

E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

## 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. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

# 1.3 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. Hangers.
    - b. Steel slotted support systems.
    - c. Nonmetallic support systems.
    - d. Trapeze hangers.
    - e. Clamps.
    - f. Turnbuckles.
    - g. Sockets.
    - h. Eye nuts.
    - i. Saddles.
    - j. Brackets.
  - 2. Include rated capacities and furnished specialties and accessories.
- B. Shop Drawings: For fabrication and installation details for electrical hangers and support systems.
  - 1. Trapeze hangers. Include product data for components.
  - 2. Steel slotted-channel systems.
  - 3. Nonmetallic slotted-channel systems.
  - 4. Equipment supports.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Suspended ceiling components.
  - 2. Structural members to which hangers and supports will be attached.
  - 3. Size and location of initial access modules for acoustical tile.
  - 4. Items penetrating finished ceiling, including the following:
    - a. Lighting fixtures.
    - b. Air outlets and inlets.
    - c. Sprinklers.
    - d. Access panels.
- B. Welding certificates.

# 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M.
  - 2. AWS D1.2/D1.2M.

#### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame Rating: Class 1.
  - 2. Self-extinguishing according to ASTM D 635.

# 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. GS Metals Corp.
    - e. Thomas & Betts Corporation.
    - f. Unistrut; Tyco International, Ltd.

- g. Wesanco, Inc.
- 2. Material: Plain steel.
- 3. Channel Width: 1-1/4 inches.
- 4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- 5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
- 6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
- 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- 8. Channel Dimensions: Selected for applicable load criteria.
- B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Hilti Inc.
      - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 3) MKT Fastening, LLC.
      - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
      - 2) Empire Tool and Manufacturing Co., Inc.
      - 3) Hilti Inc.
      - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 5) MKT Fastening, LLC
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.

- a. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
- b. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
- c. Toggle Bolts: All-steel springhead type.
- d. Hanger Rods: Threaded steel.
- e. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
- f. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
- g. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
- h. Toggle Bolts: All-steel springhead type.
- i. Hanger Rods: Threaded steel

# 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Section 055000 "Metal Fabrications" for steel shapes and plates.

## **PART 3 - EXECUTION**

## 3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems unless requirements in this Section are stricter.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs and RMCs as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

## 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMTs, and RMCs may be supported by openings through structure members, according to NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
  - 6. To Steel: Spring-tension clamps.
  - 7. To Light Steel: Sheet metal screws.
  - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

## 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Comply with installation requirements in Architectural Section "Metal Fabrications" for site-fabricated metal supports.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

#### 3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Sections "Cast-in-Place Concrete" or "Miscellaneous Cast-in-Place Concrete."
- C. Anchor equipment to concrete base as follows:
  - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
  - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

## 3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Comply with requirements in Sections "Exterior Painting", "Interior Painting" and "High-Performance Coatings" for cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

**END OF SECTION 260529** 

## 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. Metal conduits, tubing, and fittings.
  - 2. Nonmetal conduits, tubing, and fittings.
  - 3. Metal wireways and auxiliary gutters.
  - 4. Boxes, enclosures, and cabinets.
  - 5. Handholes and boxes for exterior underground cabling.

#### 1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. EMT: Electrical metallic tubing.
- C. FMC: Flexible metal conduit.
- D. LFMC: Liquidtight flexible metal conduit.
- E. RNC: Rigid nonmetallic conduit.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For raceways, wireways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
  - 1. Structural members in paths of conduit groups with common supports.
  - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

B. Source quality-control reports.

## PART 2 - PRODUCTS

## 2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Alflex Inc.
  - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
  - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
  - 5. Electri-Flex Co.
  - 6. Manhattan/CDT/Cole-Flex.
  - 7. Maverick Tube Corporation.
  - 8. O-Z Gedney; a unit of General Signal.
  - 9. Wheatland Tube Company.
  - 10. Hylsa
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. FMC: Comply with UL 1; zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- G. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
  - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
  - 2. Fittings for EMT:
    - a. Material: Steel (Zinc is not acceptable).
    - b. Type: set-screw.
  - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- H. Joint Compound for GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AFC Cable Systems, Inc.
  - 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
  - 3. Arnco Corporation.
  - 4. CANTEX Inc.
  - 5. CertainTeed Corp.; Pipe & Plastics Group.
  - 6. Condux International, Inc.
  - 7. ElecSYS, Inc.
  - 8. Electri-Flex Co.
  - 9. Lamson & Sessions; Carlon Electrical Products.
  - 10. Manhattan/CDT/Cole-Flex.
  - 11. RACO; a Hubbell Company.
  - 12. Thomas & Betts Corporation.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. RNC: Type EPC-40-PVCcomplying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. Fittings for and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- E. Fittings for LFNC: Comply with UL 514B.

# 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper B-Line, Inc.
  - 2. Hoffman.
  - 3. Square D; Schneider Electric.
- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 4X SS unless otherwise indicated, and sized according to NFPA 70.
  - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

## 2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
  - 2. EGS/Appleton Electric.
  - 3. Erickson Electrical Equipment Company.
  - 4. Hoffman.
  - 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
  - 6. O-Z/Gedney; a unit of General Signal.
  - 7. RACO; a Hubbell Company.
  - 8. Robroy Industries, Inc.; Enclosure Division.
  - 9. Spring City Electrical Manufacturing Company.
  - 10. Thomas & Betts Corporation.
  - 11. Walker Systems, Inc.; Wiremold Company (The).
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- I. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- J. Gangable boxes are allowed as along is permitted by the NEC.
- K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoor applications and Type 4X SS outdoor with continuous-hinge cover with flush latch unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- L. Cabinets:

- 1. NEMA 250, Type 1 or Type 4X SS box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
- 2. Hinged door in front cover with flush latch and concealed hinge.
- 3. Key latch to match panelboards.
- 4. Metal barriers to separate wiring of different systems and voltage.
- 5. Accessory feet where required for freestanding equipment.
- 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
  - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 2. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
    - a. Armoreast Products Company.
    - b. Carson Industries LLC.
    - c. CDR Systems Corporation.
    - d. NewBasis.
  - 3. Standard: Comply with SCTE 77.
  - 4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
  - 5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
  - 6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 7. Cover Legend: Molded lettering, "ELECTRIC".
  - 8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
  - 9. Handholes 18 Inches Wide by 24 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

# 2.6 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
  - 1. Tests of materials shall be performed by an independent testing agency.

- 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
- 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

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

## 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed Conduit: GRC.
  - 2. Concealed Conduit, Aboveground: GRC.
  - 3. Underground Conduit: RNC, Type EPC-40-PVC.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: EMT.
  - 2. Exposed and Subject to Severe Physical Damage: GRC.
  - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  - 5. Damp or Wet Locations: GRC.
  - 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 3. EMT: Use setscrew steel fittings. Comply with NEMA FB 2.10.
  - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

#### 3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Raceways Embedded in Slabs:
  - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Arrange raceways to keep a minimum of 2 inches of concrete cover in all directions.
  - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
  - 5. Change from RNC, Type EPC-40-PVC TO EMT or GRC before rising above floor.
- J. Stub-ups to Above Recessed Ceilings:
  - 1. Use EMT for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- K. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- L. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

- M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service raceway enters a building or structure.
  - 3. Where otherwise required by NFPA 70.
- U. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- V. Expansion-Joint Fittings:
  - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC conduit that is located where environmental temperature change may exceed 100 deg F and that has straight-run length that exceeds 100 feet.
  - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.

- d. Attics: 135 deg F.
- 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
- 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
- 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- W. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
  - 1. Use LFMC in damp or wet locations subject to severe physical damage.
  - 2. Use LFMC in damp or wet locations not subject to severe physical damage.
- X. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- Y. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Z. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- AA. Locate boxes so that cover or plate will not span different building finishes.
- BB. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- CC. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

#### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

#### A. Direct-Buried Conduit:

- 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Division 3 for pipe less than 6 inches in nominal diameter.
- 2. Install backfill as specified in Division 3."
- 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12

- inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Division 3."
- 4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
- 5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
- 6. Warning Planks: Bury warning planks approximately 12 inches above direct-buried conduits but a minimum of 6 inches below grade. Align planks along centerline of conduit.
- 7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

#### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

# 3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

#### 3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

#### 3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

# SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

#### 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. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
- 2. Grout.
- 3. Silicone sealants.

# B. Related Requirements:

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fireresistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

# 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

#### 2.1 SLEEVES

#### A. Wall Sleeves:

- 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. PVC-Pipe Sleeves: ASTM D 1785, Schedule 40.
- D. Molded-PVC Sleeves: With nailing flange for attaching to wooden forms.
- E. Sleeves for Rectangular Openings:

# SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

- 1. Material: Galvanized sheet steel.
- 2. Minimum Metal Thickness:
  - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
  - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

#### 2.2 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

#### 2.3 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
  - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
  - 2. Sealant shall have VOC content of 150 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 3. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

#### PART 3 - EXECUTION

#### 3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:

# SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

- 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
  - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
  - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
- 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- 3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
- 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- F. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

END OF SECTION 260544

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Identification for raceways.
- 2. Identification of power and control cables.
- 3. Identification for conductors.
- 4. Underground-line warning tape.
- 5. Warning labels and signs.
- 6. Instruction signs.
- 7. Equipment identification labels.
- 8. Miscellaneous identification products.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each electrical identification product indicated.

## 1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

#### PART 2 - PRODUCTS

#### 2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.

C. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

# 2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Colors for Cables Carrying Circuits at 600 V and Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- C. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.

#### 2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

#### 2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical- resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- D. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

#### 2.5 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
  - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
  - 2. 1/4-inch grommets in corners for mounting.
  - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
  - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
  - 2. 1/4-inch grommets in corners for mounting.
  - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
  - 1. Multiple Power Source Warning: "DANGER ELECTRICAL SHOCK HAZARD EQUIPMENT HAS MULTIPLE POWER SOURCES."
  - 2. Workspace Clearance Warning: "WARNING OSHA REGULATION AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

#### 2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
  - 1. Engraved legend with black letters on white face.
  - 2. Punched or drilled for mechanical fasteners.
  - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

# 2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

#### 2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

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

# 3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.

- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Underground-Line Detectable Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- H. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

#### 3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Install labels at 30-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Lighting.
  - 2. Power.
  - 3. Control Wiring.
- C. Power-Circuit Conductor Identification: For secondary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use color-coding conductor tape. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- D. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.

- a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
- b. Colors for 240/120-V Circuits:
  - 1) Phase A: Black.
  - 2) Phase B: Red.
- c. Colors for 480/277-V Circuits:
  - 1) Phase A: Brown.
  - 2) Phase B: Orange.
  - 3) Phase C: Yellow.
- d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use write-on tags with the conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- H. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- I. Locations of Underground Lines: Identify with underground-line detectable warning tape for power, lighting, communication, and control wiring and optical fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.
  - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- J. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- K. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self- adhesive warning labels.

- 1. Comply with 29 CFR 1910.145.
- 2. Identify system voltage with black letters on an orange background.
- 3. Apply to exterior of door, cover, or other access.
- 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
  - a. Power transfer switches.
  - b. Controls with external control power connections.
- L. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- M. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer and load shedding.
- N. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

## 1. Labeling Instructions:

- a. Indoor Equipment: Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label Stenciled legend 4 inches high.
- c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
- d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

# 2. Equipment to Be Labeled:

- a. Panelboards, electrical cabinets, and enclosures.
- b. Distribution panelboards and Switchboards label each circuit breaker
- c. Access doors and panels for concealed electrical items.
- d. Transformers.
- e. Contactors.

#### 3.3 INSTALLATION

Verify identity of each item before installing identification products.

END OF SECTION 260553

#### 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 commissioning process requirements for the following MEP systems, assemblies, and equipment:
  - 1. Electrical lighting and lighting controls.
  - 2. Electrically Powered Equipment and Gear.

# B. Related Requirements:

1. Section 019113 "General Commissioning Requirements" for general commissioning process requirements and Commissioning Coordinator responsibilities.

# 1.3 DEFINITIONS

A. Refer to Section 019113 "General Commissioning Requirements" for additional definitions and assignment of responsibilities.

#### 1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Refer to Section 019113 "General Commissioning Requirements".
- B. Perform commissioning tests at the direction of the CxA.
- C. Attend construction phase controls coordination meeting.
- D. Participate in electrical systems, assemblies, equipment, and component maintenance orientation and inspection.
- E. Provide information requested by the CxA for final commissioning documentation.
- F. Provide measuring instruments and logging devices to record test data, and provide data acquisition equipment to record data for complete range of testing for the required test period.
- G. Provide Project-specific construction checklists and commissioning process test procedures for actual electrical systems, assemblies, equipment, and components to be furnished and installed as part of the construction contract.

- H. Direct and coordinate commissioning testing among subcontractors, suppliers, and vendors.
- I. Verify testing and adjusting of Work are complete.
- J. Provide test data, inspection reports, and certificates in Systems Manual.

#### 1.5 COMMISSIONING DOCUMENTATION

- A. Provide the following information to the CxA for inclusion in the commissioning plan:
  - 1. Plan for delivery and review of systems manuals, and other documents and reports.
  - 2. Identification of installed systems, assemblies, equipment, and components including design changes that occurred during the construction phase.
  - 3. Process and schedule for completing construction checklists and manufacturer's pre-start and startup checklists for electrical systems, assemblies, equipment, and components to be verified and tested.
  - 4. Certificate of completion certifying that installation, pre-start checks, and startup procedures have been completed.
  - 5. Certificate of readiness certifying that electrical systems, subsystems, equipment, and associated controls are ready for testing.
  - 6. Test and inspection reports and certificates.
  - 7. Corrective action documents.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Construction Checklists: See related Sections for technical requirements, and generate construction checklists for the following:
  - 1. Revise list of construction checklists below to suit Project. Coordinate list with appropriate related Sections' content. Below are examples of common construction checklists.
  - 2. Electrical lighting and lighting control systems.
- B. Certificates of readiness.
- C. Certificates of completion of installation, pre-start, and startup activities.

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

# PART 3 - EXECUTION

# 3.1 GENERAL REQUIREMENTS

A. Refer to Section 019113 "General Commissioning Requirements".

#### 3.2 SYSTEMS READINESS CHECKLISTS

- A. Construction Checklists: Assist CxA in the preparation of detailed Systems Readiness checklists for systems, subsystems, equipment, and components.
  - 1. Contributors to the development of checklists shall include, but are not limited to:
    - a. Systems and equipment installers.
    - b. Electrical and lighting technicians.
    - c. Lighting controls installers.
- B. Contractor shall conduct Systems Readiness Testing to document compliance with installation and Systems Readiness checklists prepared by Commissioning Authority for Division-26 items.
- C. Refer to Section 019113 "General Commissioning Requirements" for issues relating to Systems Readiness checklists and testing, description of process, details on non-conformance issues relating to pre-functional checklists and test.
- D. Contractor shall participate in Pre-Functional testing activities to document electrical work associated with mechanical and plumbing systems.

#### 3.3 SYSTEM START-UP

A. Contractor is solely responsible for system start-up. CxA may, at his discretion, witness start up procedures, but will not perform any Functional Testing of systems until Contractor has completed start-up and resolved all operating deficiencies.

#### 3.4 TESTING PREPARATION

- A. Certify that electrical systems, subsystems, and equipment have been installed, calibrated, and started and are operating according to the Contract Documents.
- B. Certify that electrical instrumentation and control systems have been completed and calibrated, that they are operating according to the Contract Documents and approved Shop Drawings and submittals, and that pretest set points have been recorded.
- C. Set systems, subsystems, and equipment into operating mode to be tested according to approved test procedures (e.g., normal shutdown, normal auto position, normal manual position, unoccupied cycle, and alarm conditions).
- D. Inspect and verify the position of each device and interlocks identified on checklists.
- E. Check safety cutouts, alarms, and interlocks with smoke control and life-safety systems during each mode of operation.
- F. Testing Instrumentation: Install measuring instruments and logging devices to record test data as required.

# 3.5 GENERAL TESTING REQUIREMENTS

- A. Provide technicians, instrumentation, and tools to perform commissioning test at the direction of the CxA.
- B. Test all operating modes, interlocks, control responses, and responses to abnormal or emergency conditions, and verify proper response of automation system controllers and sensors.
- C. Tests will be performed using design conditions whenever possible.
- D. Simulated conditions may need to be imposed using an artificial load when it is not practical to test under design conditions. Before simulating conditions, calibrate testing instruments. Provide equipment to simulate loads. Set simulated conditions as directed by the Contracting Officer and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.
- E. The CxA may direct that set points be altered when simulating conditions is not practical.
- F. The CxA may direct that sensor values be altered with a signal generator when design or simulating conditions and altering set points are not practical.
- G. If tests cannot be completed because of a deficiency outside the scope of the electrical system, document the deficiency and report it to the Owner. After deficiencies are resolved, reschedule tests.
- H. If the testing plan indicates specific seasonal testing, complete appropriate initial performance tests and documentation and schedule seasonal tests.

#### 3.6 FUNCTIONAL TEST PROCEDURES FOR SYSTEMS TO BE COMMISSIONED

#### A. General

- 1. The following paragraphs outline the functional test procedures for the various Div. 26 items to be commissioned. Functional testing will take place only after System Readiness checklists have been completed, equipment has been started-up, and Contractor has certified that systems are ready for functional testing.
- 2. All systems controlled via the Building Automation System shall have all control points and sequences tested by Controls Contractor prior to requesting testing by CX Authority.

#### 3.7 COMMISSIONING TESTS

- A. Lighting Systems:
  - 1. Light Fixtures: Verify all lamps work without flicker.
  - 2. Light Switches: Verify switches control lights per design
  - 3. Lighting Controls: Verify Schedule and/or photocell controls
- B. All Electrical and Electrically Powered Equipment:

- 1. Inspect electrical wiring and grounding for proper connection, color coding, and quality of installation.
- 2. Verify supply voltage, all hot legs.
- 3. Verify amperage is within allowable limits.
- 4. Inspect for physical damage proper installation, anchorage.
- 5. Verify equipment runs smoothly and quietly.
- 6. Verify operation of safeties.
- 7. Verify all required means of disconnect are in place.
- 8. Verify maintenance and NEC clearances are maintained.
- C. Electrical Distribution System Switchboards and Panelboards:
  - 1. Verify wiring connections are secure.
  - 2. Verify ground wires are properly terminated.
  - 3. Verify wiring color coding is correct.
  - 4. Verify panel is properly identified.
  - 5. Verify load identification is adequately descriptive of load.
- D. Customized system readiness checklists and function testing requirements will be released after the submittal review phase.

#### 3.8 TRAINING AND O&M MANUALS

A. Refer to Div. 26 specifications.

END OF SECTION 260800

#### 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: Distribution dry-type transformers rated 600 V and less, with capacities up to 1500 kVA
- B. Copper-wound transformers exceeding US Department of Energy 2016 mandated minimum efficiency. These transformers shall be UL listed to feed a K-7 electronic equipment load profile and be optimized to minimize opeating cost under light loading.
- B. Compliance with full specification is required
- C. Basic compliance with NEMA TP1/EPACT2005, NEMA Premium, CEE Tier 1, or CSL3 is not sufficient to meet this specification due to the following:
  - 1. Efficiencies must exceed the US DOE 2016 minimum requirement
  - 2. No load losses must comply with those defined in this specification
  - 3. Efficiency at low load and under nonlinear K-7 load must meet the minimum requirements of this specification
  - 4. K-7 listing per UL 1561 is required
  - 5. Comprehensive testing under linear and nonlinear loading is required to verify specified performance
  - 6. Performance submittals are required
- D. Load Mix: Transformer shall be UL 1561 Listed to feed a mix of equipment load profiles suchas computers without de-rating or significant degradation of efficiency.

#### 1.3 REFERENCES

- A. US Department of Energy, 10 CFR Part 431, April 18, 2013. Energy Conservation Program: Energy Conservation Standards for Distribution Transformers; Final Rule
- B. DOE Test Method for Measuring the Energy Consumption of Distribution Transformers under Appendix A to Subpart K of 10 CFR part 431.
- C. ANSI/NEMA ST 20 Dry Type Transformers for General Applications.
- D. NEMA Premium Efficiency Transformers Program

- E. Consortium for Energy Efficiency (CEE): Specification for Low-Voltage, Dry- Type Distribution Transformers
- F. EPACT 2005 United States Energy Policy Act 2005 / NEMA TP1 Guide for Determining Energy Efficiency for Distribution Transformers
- G. ANSI/NEMA TP-2 Standard Test Method for Measuring Energy Consumption of Distribution Transformers
- H. Metering Standards:
  - 1. Computational algorithms per IEEE Std 1459-2000
  - 2. UL 916, UL 61010C-1 CAT III
- I. IEEE C57.110-1998 IEEE Recommended Practice for establishing transformer capability when feeding nonsinusoidal load currents
- J. IEEE Std C57.12.91-1995 Standard Test Code for Dry-Type Transformers
- K. IEEE-1100 Recommended Practice for Powering and Grounding Sensitive Electronic Equipment
- L. LEED Leadership in Energy and Environmental Design, U.S. Green Building Council.
- M. Seismic Qualification References: International Building Code, 2006/2009 Edition, California Building Code, 2007/2010 Edition, ASCE Standard 7, 2005 Edition to OSHPD CAN 2-1708A.5, Rev., ICC-ES AC 156, Effective 01/01/2007, OSHPD
- N. ISO 9001:2008 International Standards Organization Quality Management System
- O. ISO 14001:2004 International Standards Organization Environmental Management System
- P. ISO 17025 International Standards Organization General requirements for the competence of testing and calibration laboratories

#### 1.3 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 each type and size of transformer.
  - 2. Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer.

# B. Certified Test Reports

- 1. Provide test reports certified by factory test engineer for both transformer types and each kVA used on this project documenting compliance of previously manufactured units.
- 2. Provide details of factory ISO compliant production nonlinear load test
- 3. Provide performance under nonlinear load profile typical of modern electronic equipment

4. Provide NEMA TP2 test reports

# C. Shop Drawings:

- 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
- 2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.
- 3. Include diagrams for power, signal, and control wiring.
- D. Qualification Data: For testing agency.
- E. Source quality-control reports.
- F. Field quality-control reports.

#### 1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

#### 1.5 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering transformers that may be incorporated into the Work include the following:
  - 1. Square "D" Co.
  - 2. Eaton Corporation.
  - 3. Siemens
  - 4. General Electric ABB
- B. Source Limitations: Obtain each transformer type from single source from single manufacturer.

#### 1.1 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units of types specified, designed for 60-Hz service.
- B. Cores: Grain-oriented, non-aging silicon steel.
- C. Coils: Continuous windings without splices, except for taps.
- D. Internal Coil Connections: Brazed or pressure type.
- E. Enclosure: Class complies with NEMA 250 for the environment in which installed.
- F. Warranty: 1 year

- G. International Standard Organization registration
  - 1. Registration to current ISO standard is required.
  - 2. Independent annual audits are required.
  - 3. Product shall be manufactured in registered facility
  - 4. ISO 9001:2000 Registered Quality Management System
  - 5. ISO 14001:2004 Registered Environmental Management System
- H. Low-Sound-Level Units: NEMA ST 20 standard sound levels when factory tested according to IEEE C57.12.91. All units on this project to be sound level tested and meet the NEMA ST-20 levels.
- I. Wall Brackets: Manufacturer's standard brackets.

#### 1.2 GENERAL-PURPOSE DISTRIBUTION AND POWER TRANSFORMERS

- A. Comply with NEMA ST 20 and list and label as complying with UL 1561.
- B. Cores: One leg per phase.
- C. Windings: One coil per phase in primary and secondary.
- D. K-Factor rating: K-7
- E. Exceed minimum efficiency requirements of US Department of Energy, 10 CFR Part 431, April 18, 2013, Energy Conservation Program: Energy Conservation Standards for Distribution Transformers; Final Rule which takes effect January 1, 2016, and comply with the table of Maximum No Load Losses, efficiency requirements at 1/6 load, efficiency at 35% load per 10 CFR Part 431, and efficiency at 25% load under a K-7 load profile.

kVA	No load losses (Watts)	Efficiency @ 1/6 load (%)	Efficiency @ 35% load (%)	Efficiency at 25% load under K- 7 nonlinear load
15	47	97.85%	98.28	98.00%
30	71	98.27%	98.50	98.30%
45	97	98.40%	98.66	98.40%
75	135	98.63%	98.82	98.60%

- F. Enclosure: Indoor, ventilated with lockable hinged door
- G. Maximum Footprint for 115 degree C rise model in a NEMA 1 enclosure:
  - 1. 18" Wide x 17" Deep x 27" High for 15kVA.
  - 2. 26" Wide x 18" Deep x 30" High for 20, 30, 45kVA
  - 3. 33" Wide x 22" Deep x 40" High for 50, 63, 75, 100, 112.5kVA
- H. Insulation Class: 185 or 220 deg C class for transformers 15 kVA or smaller; 220 deg C class for transformers larger than 15 kVA.

- I. Rated Temperature Rise: 130 deg C maximum rise above 40 deg C.
- J. Taps: For transformers 3 kVA and larger, full-capacity taps in high-voltage windings are as follows:
  - 1. If all transformers have same voltage taps, select from 4 subparagraphs below. If taps vary, delete all and show on Drawings. First item is standard.
  - 2. Taps, 3 through 25 kVA: Two 5-percent taps below rated high voltage.
  - 3. Taps, 3 through 10 kVA: Two 5-percent taps below rated high voltage.
  - 4. Taps, 15 through 500 kVA: Six 2.5-percent taps, 2 above and 4 below rated high voltage.
- K. Electrostatic Shielding: Each winding is independently single shielded with a full-width copper electrostatic shield arranged to minimize interwinding capacitance.
  - 1. Coil leads and terminal strips are arranged to minimize capacitive coupling between input and output connections.
  - 2. Shield Terminal: Separate; marked "Shield" for grounding connection.
  - 3. Capacitance: Shield limits capacitance between primary and secondary to a maximum of 33 picofarads over a frequency range of 20 Hz to 1 MHz.
  - 4. Common-Mode Noise Attenuation: Minus 120 dB minimum, 0.5 to 1.5 kHz; minus 65 dB minimum, 1.5 to 100 kHz.
  - 5. Normal-Mode Noise Attenuation: Minus 52 dB minimum, 1.5 to 10 kHz.

## 1.3 IDENTIFICATION DEVICES

A. Nameplates: Engraved, laminated-plastic or metal nameplate for each distribution and buck-boost transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."

## 1.4 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.
  - 1. Resistance measurements of all windings at the rated voltage connections and at all tap connections.
  - 2. Ratio tests at the rated voltage connections and at all tap connections.
  - 3. Phase relation and polarity tests at the rated voltage connections.
  - 4. No load losses, and excitation current and rated voltage at the rated voltage connections.
  - 5. Impedance and load losses at rated current and rated frequency at the rated voltage connections.
  - 6. Applied and induced tensile tests.
  - 7. Regulation and efficiency at rated load and voltage.
  - 8. Insulation Resistance Tests:
    - a. High-voltage to ground.
    - b. Low-voltage to ground.
    - c. High-voltage to low-voltage.

- 9. Temperature tests.
- B. Factory Sound-Level Tests: Conduct prototype sound-level tests on production-line products.

#### PART 2 - EXECUTION

#### 2.1 EXAMINATION

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 2.2 INSTALLATION

- A. Install wall-mounted transformers level and plumb with wall brackets fabricated by transformer manufacturer.
  - 1. Coordinate installation of wall-mounted and structure-hanging supports with actual transformer provided.
- B. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from corners and not parallel to adjacent wall surface.
- C. Construct concrete bases according to Section 033000 "Cast-in-Place Concrete" or [Section 033053 "Miscellaneous Cast-in-Place Concrete" and anchor floor-mounted transformers according to manufacturer's written instructions and requirements in Section 260529 "Hangers and Supports for Electrical Systems."
  - 1. Coordinate size and location of concrete bases with actual transformer provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- D. Secure transformer to concrete base according to manufacturer's written instructions.

- E. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.
- F. Remove shipping bolts, blocking, and wedges.

#### 2.3 CONNECTIONS

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

# 2.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Efficiency & Harmonic Performance Validation: To insure that the products shipped to the job site meet this specification, provide on-site revenue class accurate efficiency and harmonic measurements of transformers once installed and operating at customer's site. Data shall be collected from primary and secondary sides of the transformer simultaneously on a synchronized cycle-by-cycle basis. The use of two discrete meters that are not synchronized is not acceptable. Sampling shall be of 10% of transformers on the project once installed and operating, as selected by customer. Submit a detailed report to the project engineer.
- D. Perform tests and inspections and prepare test reports.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

# E. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test stated in NETA ATS for dry-type, air-cooled, low-voltage transformers. Certify compliance with test parameters.

- F. Remove and replace units that do not pass tests or inspections and retest as specified above.
- G. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
  - 1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
  - 2. Perform two follow-up infrared scans of transformers, one at four months and the other at 11 months after Substantial Completion.
  - 3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- H. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

#### 2.5 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.
- B. Connect buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.
- C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

#### 2.6 CLEANING

A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

**END OF SECTION 262200** 

#### 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. Distribution panelboards.
- 2. Lighting and appliance branch-circuit panelboards.
- 3. Load centers
- 4. Engraved nameplates for each circuit breaker on Power Panelboards

#### 1.3 DEFINITIONS

- A. ATS: Acceptance testing specification.
- B. GFCI: Ground-fault circuit interrupter.
- C. GFEP: Ground-fault equipment protection.
- D. MCCB: Molded-case circuit breaker.
- E. SPD: Surge protective device.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard.
  - 1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
  - 2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details.
  - 2. Show tabulations of installed devices with nameplates, conductor termination sizes, equipment features, and ratings.
  - 3. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
  - 4. Detail bus configuration, current, and voltage ratings.
  - 5. Short-circuit current rating of panelboards and overcurrent protective devices.

- 6. Include evidence of NRTL listing for series rating of installed devices.
- 7. Include evidence of NRTL listing for SPD as installed in panelboard.
- 8. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- 9. Include wiring diagrams for power, signal, and control wiring.
- 10. Key interlock scheme drawing and sequence of operations.
- 11. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device. Include an Internet link for electronic access to downloadable PDF of the coordination curves.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Panelboard Schedules: For installation in panelboards. Submit final versions after load balancing.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
  - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
  - 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Keys: Two spares for each type of panelboard cabinet lock.
  - 2. Circuit Breakers Including GFCI and GFEP Types: Two spares for each panelboard.
  - 3. Fuses for Fused Switches: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

## 1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: ISO 9001 or 9002 certified.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards; install temporary electric heating (250 W per panelboard) to prevent condensation.

B. Handle and prepare panelboards for installation according to NEMA PB 1.

#### 1.10 FIELD CONDITIONS

#### A. Environmental Limitations:

- 1. Do not deliver or install panelboards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panelboards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
  - a. Ambient Temperature: Not exceeding 23 deg F to plus 104 deg F.
  - b. Altitude: Not exceeding 6600 feet.
- B. Service Conditions: NEMA PB 1, usual service conditions, as follows:
  - 1. Ambient temperatures within limits specified.
  - 2. Altitude not exceeding 6600 feet.
- C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  - 1. Notify Architect no fewer than 7 days in advance of proposed interruption of electric service.
  - 2. Do not proceed with interruption of electric service without Architect's, Construction Manager's and Owner's written permission.
  - 3. Comply with NFPA 70E.

#### 1.11 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.
  - 1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS:

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Square "D" Co.
  - 2. Eaton Corporation.
  - 1. Siemens

#### 2. General Electric ABB

# 2.2 PANELBOARDS COMMON REQUIREMENTS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Section 260548.16 "Seismic Controls for Electrical Systems."
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA PB 1.
- E. Comply with NFPA 70.
- F. Enclosures: Flush and Surface-mounted, dead-front cabinets.
  - 1. Rated for environmental conditions at installed location.
    - a. Outdoor Locations: NEMA 250, Type 4XSS.
  - 2. Height: 84 inches maximum.
  - 3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
  - 4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.
  - 5. Skirt for Surface-Mounted Panelboards: Same gage and finish as panelboard front with flanges for attachment to panelboard, wall, and ceiling or floor.
  - 6. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
  - 7. Finishes:
    - a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    - b. Back Boxes: Same finish as panels and trim.

#### G. Incoming Mains:

- 1. Location: coordinated on the field by the electrical contractor.
- 2. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.
- H. Phase, Neutral, and Ground Buses:
  - 1. Material: Hard-drawn copper, 98 percent conductivity.

- a. Plating shall run entire length of bus.
- b. Bus shall be fully rated the entire length.
- 2. Interiors shall be factory assembled into a unit. Replacing switching and protective devices shall not disturb adjacent units or require removing the main bus connectors.
- 3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- 4. Full-Sized Neutral: Equipped with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.
- 5. Split Bus: Vertical buses divided into individual vertical sections.
- I. Conductor Connectors: Suitable for use with conductor material and sizes.
  - 1. Material: Hard-drawn copper, 98 percent conductivity.
  - 2. Terminations shall allow use of 75 deg C rated conductors without derating.
  - 3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
  - 4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
  - 5. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.
  - 6. Gutter-Tap Lugs: Mechanical type suitable for use with conductor material and with matching insulating covers. Locate at same end of bus as incoming lugs or main device.
- J. NRTL Label: Panelboards or load centers shall be labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protective devices. Panelboards or load centers shall have meter enclosures, wiring, connections, and other provisions for utility metering. Coordinate with utility company for exact requirements.
- K. Future Devices: Panelboards or load centers shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
  - 1. Percentage of Future Space Capacity: Ten percent.
- L. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.
  - 1. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.
  - 2. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

## 2.3 PERFORMANCE REQUIREMENTS

A. Surge Suppression: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 1 or Type 2 (as noted on plans).

#### 2.4 POWER PANELBOARDS

- A. Panelboards: NEMA PB 1, distribution type.
- B. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
  - 1. For doors more than 36 inches high, provide two latches, keyed alike.
- C. Mains: Circuit breaker or Lugs only (as noted on plans).
- D. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Bolt-on circuit breakers.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers.

#### 2.5 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- B. Mains: Circuit breaker or Lugs only (as noted on plans).
- C. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.
- E. Doors: Door-in-door construction with concealed hinges; secured with multipoint latch with tumbler lock; keyed alike. Outer door shall permit full access to the panel interior. Inner door shall permit access to breaker operating handles and labeling, but current carrying terminals and bus shall remain concealed.

# 2.6 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.
  - 1. Thermal-Magnetic Circuit Breakers:
    - a. Inverse time-current element for low-level overloads.
    - b. Instantaneous magnetic trip element for short circuits.
    - c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
  - 2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
  - 3. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
  - 4. GFEP Circuit Breakers: Class B ground-fault protection (30-mA trip).
  - 5. Subfeed Circuit Breakers: Vertically mounted.
  - 6. MCCB Features and Accessories:

- a. Standard frame sizes, trip ratings, and number of poles.
- b. Breaker handle indicates tripped status.
- c. UL listed for reverse connection without restrictive line or load ratings.
- d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
- e. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and HID lighting circuits.
- f. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
- g. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 75 percent of rated voltage.
- h. Undervoltage Trip: Set to operate at 35 to 75 percent of rated voltage without intentional with field-adjustable 0.1- to 0.6-second] time delay.
- i. Rating Plugs: Three-pole breakers with ampere ratings greater than 150 amperes shall have interchangeable rating plugs or electronic adjustable trip units.
- j. Auxiliary Contacts: Two, SPDT switches with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit-breaker contacts.
- k. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.
- 1. Multipole units enclosed in a factory assembled to operate as a single unit.
- m. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
- n. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

# 2.7 IDENTIFICATION

- A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.
- B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.
- C. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.
  - 1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

#### 2.8 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.
- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panelboard. Include relay and meter test plugs suitable for testing panelboard meters and switchboard class relays.

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

# 3.1 EXAMINATION

- A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.
- B. Receive, inspect, handle, and store panelboards according to NECA 407 and NEMA PB 1.1.
- C. Examine panelboards before installation. Reject panelboards that are damaged, rusted, or have been subjected to water saturation.
- D. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Comply with NECA 1.
- C. Install panelboards and accessories according to NECA 407 and NEMA PB 1.1.
- D. Equipment Mounting:
  - 1. Install panelboards on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Section 033000 "Cast-in-Place Concrete." and or Section 033053 "Miscellaneous Cast-in-Place Concrete."
  - 2. Attach panelboard to the vertical finished or structural surface behind the panelboard.
- E. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- F. Mount top of trim 90 inches above finished floor unless otherwise indicated.
- G. Mount panelboard cabinet plumb and rigid without distortion of box.
- H. Mounting panelboards with space behind is recommended for damp, wet, or dirty locations. The steel slotted supports in the following paragraph provide an even mounting surface and the recommended space behind to prevent moisture or dirt collection.
- I. Mount surface-mounted panelboards to steel slotted supports 5/8 inch in depth. Orient steel slotted supports vertically.

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- J. Install overcurrent protective devices and controllers not already factory installed.
  - 1. Set field-adjustable, circuit-breaker trip ranges.
  - 2. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.
- K. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.
- L. Install filler plates in unused spaces.
- M. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.

## 3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in <u>Power Panelboards</u> with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

# 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.

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# D. Tests and Inspections:

- 1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers and low-voltage surge arrestors stated in NETA ATS, Paragraph 7.6 Circuit Breakers and Paragraph 7.19.1 Surge Arrestors, Low-Voltage. Certify compliance with test parameters.
- 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- 3. Perform the following infrared scan tests and inspections and prepare reports:
  - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
  - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
  - c. Instruments and Equipment:
    - 1) Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
- E. Panelboards will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

# 3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.
- B. Set field-adjustable circuit-breaker trip ranges as specified in Section 260573 "Overcurrent Protective Device Coordination Study."
- C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes. Prior to making circuit changes to achieve load balancing, inform Architect of effect on phase color coding.
  - 1. Measure loads during period of normal facility operations.
  - 2. Perform circuit changes to achieve load balancing outside normal facility operation schedule or at times directed by the Architect. Avoid disrupting services such as fax machines and on-line data processing, computing, transmitting, and receiving equipment.
  - 3. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.
  - 4. Tolerance: Maximum difference between phase loads, within a panelboard, shall not exceed 20 percent.

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# 3.6 PROTECTION

A. Temporary Heating: Prior to energizing panelboards, apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

# 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. Receptacles, receptacles with integral GFCI, and associated device plates.
  - 2. Tamper-resistant receptacles.
  - 3. Weather-resistant receptacles.
  - 4. Snap switches.

## 1.3 DEFINITIONS

- A. GFCI: Ground-fault circuit interrupter.
- B. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

# 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

## 1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

# 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

#### PART 2 - PRODUCTS

# 2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  - 1. Cooper Wiring Devices; a division of Eaton.
  - 2. Wiring Device-Kellems; a division of Hubbell.
  - 3. Leviton Mfg. Company Inc.
  - 4. Pass & Seymour; a division of LeGrand.

# 2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
  - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
  - 2. Devices shall comply with the requirements in this Section.

# 2.3 GFCI RECEPTACLES

- A. General Description:
  - 1. Straight blade, feed-through type.
  - 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
  - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
- C. Tamper-Resistant GFCI Convenience Receptacles, 125 V, 20 A:

# 2.4 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
  - 1. Single Pole
  - 2. Two Pole
  - 3. Three Way
  - 4. Four Way

C. Key-Operated, Single-Pole, Double-Throw, Momentary-Contact, Center-off Switches: 120/277 V, 20 A; for use with mechanically held lighting contactors, with factory-supplied key in lieu of switch handle.

## 2.5 WALL PLATES

A. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with lockable cover.

# 2.6 FINISHES

#### A. Device Color:

1. Wiring Devices Connected to Normal Power System: White.

#### PART 3 - EXECUTION

## 3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

## B. Coordination with Other Trades:

- 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
- 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
- 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
- 4. Install wiring devices after all wall preparation, including painting, is complete.

# C. Conductors:

- 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
- 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
- 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
- 4. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

#### D. Device Installation:

- 1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
- 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
- 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
- 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
- 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
- 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
- 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
- 8. Tighten unused terminal screws on the device.
- 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

# E. Receptacle Orientation:

- 1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.

# 3.2 GFCI RECEPTACLES

A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

## 3.3 IDENTIFICATION

- A. Comply with Section 260553 "Identification for Electrical Systems."
- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black -filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

# 3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
  - 2. Test Instruments: Use instruments that comply with UL 1436.
  - 3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Convenience Receptacles:
  - 1. Line Voltage: Acceptable range is 105 to 132 V.
  - 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  - 3. Ground Impedance: Values of up to 2 ohms are acceptable.
  - 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  - 5. Using the test plug, verify that the device and its outlet box are securely mounted.
  - 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- C. Test straight-blade convenience outlets in patient-care area and hospital-grade convenience outlets for the retention force of the grounding blade according to NFPA 99. Retention force shall be not less than 4 oz.
- D. Wiring device will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 262726

## 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. Poles and accessories for support of luminaires.
  - 2. Luminaire-lowering devices.

## 1.3 DEFINITIONS

- A. EPA: Equivalent projected area.
- B. Luminaire: Complete lighting fixture.
- C. Pole: Luminaire-supporting structure, including tower used for large-area illumination.
- D. Standard: See "Pole."

# 1.4 ACTION SUBMITTALS

- A. Product Data: For each pole, accessory, and luminaire-supporting and -lowering device, arranged as indicated.
  - 1. Include data on construction details, profiles, EPA, cable entrances, materials, dimensions, weight, rated design load, and ultimate strength of individual components.
  - 2. Include finishes for lighting poles and luminaire-supporting devices.
  - 3. Anchor bolts.
  - 4. Manufactured pole foundations.

# B. Shop Drawings:

- 1. Include plans, elevations, sections, and mounting and attachment details.
- 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, and required clearances, method of field assembly, components, and location and size of each field connection.
- 3. Detail fabrication and assembly of poles and pole accessories.
- 4. Foundation construction details, including material descriptions, dimensions, anchor bolts, support devices, and calculations, signed and sealed by a professional engineer licensed in the state of installation.
- 5. Anchor bolt templates keyed to specific poles and certified by manufacturer.

- 6. Method and procedure of pole installation. Include manufacturer's written installations.
- C. Samples: For each exposed lighting pole, standard, and luminaire-supporting device and for each color and texture specified.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements according to AASHTO LTS-6-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations signed and sealed by a professional engineer.
- B. Qualification Data: For testing agency.
- C. Material Test Reports:
  - 1. For each foundation component, by a qualified testing agency.
  - 2. For each pole, by a qualified testing agency.
- D. Source quality-control reports.
- E. Field quality-control reports.
- F. Sample Warranty: Manufacturer's standard warranty.
- G. Soil test reports

## 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For poles to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include pole inspection and repair procedures.

# 1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Pole repair materials.

# 1.8 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for foundation testing.

# 1.9 DELIVERY, STORAGE, AND HANDLING

A. Package aluminum poles for shipping according to ASTM B 660.

- B. Store poles on decay-resistant skids at least 12 inches above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- C. Retain factory-applied pole wrappings on fiberglass and laminated wood poles until right before pole installation. Handle poles with web fabric straps.
- D. Retain factory-applied pole wrappings on metal poles until right before pole installation. Handle poles with web fabric straps.

## 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of pole(s) that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within a specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs from special warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
  - 2. Warranty Period for Corrosion Resistance: Five years from date of Substantial Completion.
  - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

#### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products as listed on light fixture schedule and plans.

# 2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design pole foundation and pole power system.
- B. Structural Characteristics: Comply with AASHTO LTS-6-M.
- C. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied according to AASHTO LTS-6-M.
- D. Live Load: Single load of 500 lbf distributed according to AASHTO LTS-6-M.
- E. Ice Load: Load of 3 lbf/sq. ft., applied according to AASHTO LTS-6-M for applicable areas on the Ice Load Map.
- F. Wind Load: Pressure of wind on pole and luminaire, calculated and applied according to AASHTO LTS-6-M.

- G. Strength Analysis: For each pole, multiply the actual EPA of luminaires and brackets by a factor of 1.1 to obtain the EPA to be used in pole selection strength analysis.
- H. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

# 2.3 ALUMINUM POLES

- A. Poles: Seamless, extruded structural tube complying with ASTM B 221, Alloy 6061-T6, with access handhole in in pole wall.
  - 1. Shape: round tapered, round, straight, square, straight (as noted on drawings)
  - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- B. Mast Arms: Aluminum Single-arm type, continuously welded to pole attachment plate. Material and finish same as plate.
- C. Brackets for Luminaires: Detachable, cantilever, without underbrace.
  - 1. Adaptor fitting welded to pole, allowing the bracket to be bolted to the pole-mounted adapter, then bolted together with stainless steel bolts.
  - 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire. Match pole material and finish.
- D. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.
- E. Grounding and Bonding Lugs: Bolted 1/2-inch threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- F. Fasteners: Stainless steel, size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.
  - 1. Materials: Compatible with poles and standards as well as to substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
  - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
- G. Handhole: Oval shaped, with minimum clear opening of 2-1/2 by 5 inches, with cover secured by stainless-steel captive screws.
- H. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.
- I. Aluminum Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

- 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20 requirements; and seal aluminum surfaces with clear, hard-coat wax.
- 3. Class I, Clear-Anodic Finish: AA-M32C22A41 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I clear coating of 0.018 mm or thicker), complying with AAMA 611.
- 4. Class I, Color-Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: Medium; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I integrally colored or electrolytically deposited color coating 0.018 mm or thicker), complying with AAMA 611.
- J. Powder-Coat Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair powder coat bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, according to SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
  - 2. Powder coat shall comply with AAMA 2604.
    - a. Electrostatic applied powder coating; single application with a minimum 2.5- to 3.5-mils dry film thickness; cured according to manufacturer's instructions. Coat interior and exterior of pole for equal corrosion protection.
    - b. Color: As selected by Architect from manufacturer's full range.

## 2.4 POLE ACCESSORIES

A. Nut Covers: Manufacturers' standard metal units, finished same as pole, and arranged to cover only the pole's mounting bolts and nuts.

# 2.5 MOUNTING HARDWARE

- A. Anchor Bolts: Manufactured to ASTM F 1554, Grade 55, with a minimum yield strength of 55,000 psi.
  - 1. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.
  - 2. Bent or Headed rods, diameter and length as required by manufacturer.
  - 3. Threading: Uniform National Coarse or Uniform National 8, Class 2A.
- B. Nuts: ASTM A 563, Grade A, Heavy-Hex
  - 1. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.
  - 2. Four nuts provided per anchor bolt, shipped with nuts pre-assembled to the anchor bolts.
- C. Washers: ASTM F 436, Type 1.
  - 1. Galvanizing: Hot dip galvanized according to ASTM A 153, Class C.
  - 2. Two washers provided per anchor bolt.

# 2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine poles, luminaire-mounting devices, lowering devices, and pole accessories before installation. Components that are scratched, dented, marred, wet, moisture damaged, or visibly damaged are considered defective.
- C. Examine roughing-in for foundation and conduit to verify actual locations of installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 POLE FOUNDATION

- A. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange. Structural steel complying with ASTM A 36/A 36M and hot-dip galvanized according to ASTM A 123/A 123 M; and with top-plate and mounting bolts to match pole-base flange and strength required to support pole, luminaire, and accessories. Concrete, reinforcement, and formwork are specified in Section 033000 "Cast-in-Place Concrete."
- B. Anchor Bolts: Install plumb using manufacturer-supplied plywood template, uniformly spaced.

# 3.3 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on drawing.
  - 1. Fire Hydrants and Water Piping: 60 inches.
  - 2. Water, Gas, Electric, Communications, and Sewer Lines: 10 feet.
  - 3. Trees: 15 feet from tree trunk.
  - 4. Overhead Utility lines: 15 feet from nearest conductor (confirm with utility company prior to rough in).

- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Section 033000 "Cast-in-Place Concrete."
- D. Foundation-Mounted Poles: Mount pole with leveling nuts and tighten top nuts to torque level according to pole manufacturer's written instructions.
  - 1. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
  - 2. Install base covers unless otherwise indicated.
  - 3. Use a short piece of 1/2 -inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Poles and Pole Foundations Set in Concrete-Paved Areas: Install poles with a minimum 6-inchwide, unpaved gap between the pole or pole foundation and the edge of the adjacent concrete slab. Fill unpaved ring with pea gravel. Insert material to a level 1 inch below top of concrete slab.
- F. Raise and set pole using web fabric slings (not chain or cable) at locations indicated by manufacturer.

# 3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum using insulating fittings or treatment.
- B. Steel Conduits: Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch- thick, pipe-wrapping plastic tape applied with a 50-percent overlap.

# 3.5 GROUNDING

- A. Ground Metal Poles and Support Structures: Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
  - 1. Install grounding electrode for each pole unless otherwise indicated.
  - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

# 3.6 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

# 3.7 FIELD QUALITY CONTROL

A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:

- Inspect poles for nicks, mars, dents, scratches, and other damage. System function tests. 1.
- 2.

END OF SECTION 265613

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
  - 2. Luminaire-mounted photoelectric relays.
- B. Related Requirements:
  - 1. Section 265613 "Lighting Poles and Standards" for poles and standards used to support exterior lighting equipment.

# 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. HID: High-intensity discharge.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of the luminaires.
  - 4. Lamps, including life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 5. Photometric data and adjustment factors based on laboratory tests, complying with IES "Lighting Measurements Testing and Calculation Guides," of each luminaire type. The adjustment factors shall be for lamps, drivers, and accessories identical to those indicated for the luminaire as applied in this Project.

For LED luminaires the adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project IES LM-79 and IES LM-80.

- a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
- b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
- 6. Photoelectric relays.
- 7. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
- B. Shop Drawings: For nonstandard or custom luminaires.
  - 1. Include plans, elevations, sections, and mounting and attachment details.
  - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, and required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
- C. Include diagrams for power, signal, and control wiring.
- D. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Luminaires.
  - 2. Structural members to which equipment and luminaires will be attached.
  - 3. Underground utilities and structures.
  - 4. Existing underground utilities and structures.
  - 5. Above-grade utilities and structures.
  - 6. Existing above grade utilities and structures.
  - 7. Building features.
  - 8. Vertical and horizontal information.
- B. Qualification Data: For testing laboratory providing photometric data for luminaires.
- C. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Product Certificates: For each type of the following:
  - 1. Driver.
  - 2. Lamp.
  - 3. Photoelectric relay.
- E. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.

F. Sample warranty.

# 1.6 PRIOR APPROVAL SUBMITTAL REQUESTS

- A. Full submittal data, by type, clearly highlighted and arrowed to identify the specific proposed manufacturer's nomenclature
- B. Full submittal data of lamp and proposed manufacturer.
- C. Full submittal data of driver of proposed manufacturer
- D. LED lumen data will include
  - 1. Lumen output
  - 2. L70 and L90 testing
  - 3. Confirmation of independent test lab data ITL
  - 4. Color temperature and CRI with quantity of McAdam Ellipse steps
    - a. Data shall include sphere and goniometer results for total lumen, total power, luminaire efficacy, CRI and junction temperature for the specified color temperature
  - 5. Make and brand of LED diode should be clearly identified on submittal data
- E. LED dimming shall be equal in range and quality to the specified drivers, Quality of dimming to be defined by dimming range, freedom from perceived flicker or visible stroboscopic flicker, smooth and continuous change in level (no visible steps in transitions), natural square law response to control input, and stable when input voltage conditions fluctuate over what is typically experience in a commercial environment.
- F. All substitutions must meet specified fixtures certifications (UL, ETL, CE, CSA, RoHS, DLC, Energy Star)
- G. Provide lighting calculations with the prior approval request based on reflectance values and light loss factors provided by the engineer and displayed on lighting calculation drawings. (may be unique by area). Calculations shall be shown on one sheet with dimensions as shown on construction set. Data will be submitted electronically in dxf format on a flash drive and with printed calculations on Architectural E size sheets to scale with construction set sheets.
  - 1. Discrepancies between prior approval data calculations and the original design calculations will result in immediate disqualification of review due to time-based constraints on the bid process
- H. Prior approval request may require a sample of both the proposed and specified fixtures provided by the alternate manufacturer at NO additional cost to the project. Samples of both specified and proposed must be provided within 10 working days of request.
- I. All data will be submitted electronically and in a bound format
- J. Bound data will be secured in hard binder with 3" rings for ease of review or PDF file.
  - 1. Types will be marked with a tab by type and indexed for ease of reference

- K. LED warranty information MUST be included by type and marked in RED to clearly identify the manufacturer's warranty terms. Warranty data MUST meet or exceed the specified manufacturers terms
- L. Prior approvals MUST be received and acknowledged to the specifiers office no less than 10 days prior to bid.
- M. ALL prior approval data must be submitted in one package with complete information. Information that is incomplete will be rejected without review.
- N. The prior approval will be returned marked approved or rejected by type with no explanation. If any specification is deemed not equal the review will be stopped, the type rejected with no explanation.
- O. Lumen output for the proposed fixture must be highlighted in yellow for clear identification.
- P. All inverter systems supply power to LED fixtures must have pure PWM sine wave function and work with any type of lighting load.
- Q. LED warranty information must be included by type and marked in red to clearly identify the manufacturer's warranty terms. Warranty data must meet or exceed the specified manufacturers terms.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires to include in [operation] and maintenance manuals.
  - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

# 1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.

# 1.9 DELIVERY, STORAGE, AND HANDLING

A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

## 1.10 FIELD CONDITIONS

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.
- B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

## 1.11 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace (labor and material) components of luminaires that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including luminaire support components.
    - b. Faulty operation of luminaires, drivers, and accessories.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- A. Warranty Period: Five year(s) from date of Substantial Completion.

#### PART 2 - PRODUCTS

# 2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall comply with UL 1598 and be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. Lateral Light Distribution Patterns: Comply with IES RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- E. UL Compliance: Listed for wet location (UL 1598).
- F. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- G. EMI Filters: Factory installed to suppress conducted EMI as required by MIL-STD-461E. Fabricate luminaires with one filter on each driver indicated to require a filter.
- H. In-line Fusing: Install on the driver primary for each luminaire.
- I. Lamp Rating: Lamp marked for outdoor use and in enclosed locations.

- J. Source Limitations: Obtain luminaires from single source from a single manufacturer.
- K. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

# 2.2 LED LIGHTING FIXTURES AND LED LAMPS

- A. All LED products must be UL, ETL and/or CSA listed
- B. All LED products must have LM-79 and LM-80 testing noted on specification sheet by an independent test lab
- C. All LED products should be identified as L70 and/or L90 ratings based on independent test lab
- D. All outdoor and wet location listed products must clearly state the IP rating carried on the fixture based on independent test lab data
- E. Bulb shape complying with ANSI C79.1.
- F. CRI of Minimum 80. CCT of 4100 K.
- G. Rated lamp life of **50,000** hours.
- H. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- I. Nominal Operating Voltage: as noted on light fixture schedule.
- J. All LED products must be serviceable for accessible for field repair needs.
- K. All outdoor pole mounted products must have surge suppression within each fixture.
- L. All outdoor lighting color rendering should be within a 7 step McAdams Ellipse. All outdoor lighting should be 4000 kelvin unless specifically noted
- M. All control systems that interface with an LED product will be supported by a project "integrator" until project completion. This includes contact with the installer prior to installation, availability during installation, and final checkout and startup after installation. The quantity of days required for startup will be based on the manufacturer/agents discretion and need.
  - 1. The project integrator must be capable of performing low voltage and dmx terminations. High voltage terminations are performed solely by the electrical subcontractor.
  - 2. Reporting of final startup completion of the controls system back to the engineer is mandatory.
  - 3. Invitation to attend the training with the owners representative should be made to the engineer no less than 5 days prior to training
  - 4. Signature confirmation of training and startup is required within 5 business days after completion back to the engineer's office.

- N. All LED drivers should be capable of 0-10 volt controls and DMX control and shall dim to 1% of total lumen output. Where specifically specified the dimming driver may be required to dim to .1% of lumen output, otherwise known as "dim to dark"
- O. Driver manufacturers must have a 5 year history producing dimmable electronic LED drivers for the North American market.
- P. Ambient driver temperatures must be within -20 degrees to 50 degrees C (-4 degrees to 122 degrees F)
- Q. Driver (internal) must limit inrush current.
  - 1. Base specification: meet or exceed NEMA 410 driver inrush standard of 430 amps per 10 amps load with a maximum of 370 amps/2 seconds
  - 2. Preferred specification: Meet or exceed 30ma's at 277 VAC for up to 50 watts of load and 75A at 240us att 277 VAC for 100 watts of load
  - 3. Withstand up to a 1,000-volt surge without impairment of performance as defined by ANSI C62.41 Category A
  - 4. No visible change in light output with a variation of plus/minus 10percent line voltage input.
  - 5. Total harmonic distortion less than 20% and meet ANSI C82.11 maximum allowable THD requirements at full output. THD shall at no point in the dimming curve allow imbalance current to exceed full output THD

# 2.3 LUMINAIRE TYPES - See light fixture schedule on plans

# 2.4 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Sheet Metal Components: Corrosion-resistant aluminum or Stainless steel unless otherwise indicated. Form and support to prevent warping and sagging.
- C. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- D. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Driver shall automatically disconnect driver when door opens.
- E. Exposed Hardware Material: Stainless steel.
- F. Diffusers and Globes:
  - 1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
  - 2. Glass: Annealed crystal glass unless otherwise indicated.

- 3. Lens Thickness: At least 0.125-inch minimum unless otherwise indicated.
- G. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- H. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
  - 1. White Surfaces: 85 percent.
  - 2. Specular Surfaces: 83 percent.
  - 3. Diffusing Specular Surfaces: 75 percent.

# I. Housings:

- 1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
- 2. Provide filter/breather for enclosed luminaires.
- J. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp characteristics:
    - a. "USE ONLY," including specific lamp type.
    - b. Lamp type, wattage, bulb type, and coating (clear or coated) for HID luminaires.
    - c. CCT and CRI for all luminaires.

## 2.5 METAL FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
  - 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20 requirements; and seal aluminum surfaces with clear, hard-coat wax.
  - 3. Class I, Clear-Anodic Finish: AA-M32C22A41 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker), complying with AAMA 611.

4. Class I, Color-Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker), complying with AAMA 611.

# **PART 3 - EXECUTION**

## 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Examine walls, roofs, and canopy ceilings and overhang ceilings for suitable conditions where luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 TEMPORARY LIGHTING

A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

# 3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Install lamps in each luminaire.
- D. Remote Mounting of Drivers: Distance between the driver and luminaire shall not exceed that recommended by manufacturer. Verify the following with manufacturer:
  - 1. Maximum distance between driver and luminaire.
  - 2. Wire size between driver and luminaire.
- E. Wiring Method: Install cables in raceways. Conceal raceway and cables.
- F. Fasten luminaire to indicated structural supports.
- G. Supports:
  - 1. Sized and rated for luminaire weight.

- 2. Able to maintain luminaire position after cleaning and relamping.
- 3. Support luminaires without causing deflection of finished surface.
- 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

# H. Wall-Mounted Luminaire Support:

- 1. Attached to structural members in walls, or a minimum 1/8-inch backing plate attached to wall structural members or using through bolts and backing plates on either side of wall.
- I. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height indicated on Drawings.
- J. Coordinate layout and installation of luminaires with other construction. Refer to architectural elevations prior to rough-ins.
- K. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.
- L. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" and Section 260533 "Raceways and Boxes for Electrical Systems;" for wiring connections and wiring methods.

#### 3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch- thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

## 3.5 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

# 3.6 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
  - 2. Photoelectric Control Operation: Verify operation of photoelectric controls.

## C. Illumination Tests:

- 1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IES testing guide(s):
  - a. IES LM-5.
  - b. IES LM-50.
  - c. IES LM-52.
  - d. IES LM-64.
  - e. IES LM-72.
- D. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

## 3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

## 3.8 STARTUP SERVICE

A. Burn-in all lamps that require specific aging period to operate properly, prior to occupancy by Owner.

# 3.9 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
  - 1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
  - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
  - 3. Adjust the aim of luminaires in the presence of the Architect.

## END OF SECTION 265621

#### PART 1 – GENERAL

## 1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for South Texas ISD World Scholars using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
  - 1. Football
  - 2. Baseball
  - 3. Tennis
- D. The primary goals of this sports lighting project are:
  - 1. Guaranteed Light Levels: Selection of appropriate light levels impacts the safety of players and the enjoyment of spectators. Therefore, light levels are guaranteed to not drop below specified target values for a period of 25 years.
  - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to players, spectators, and neighbors.
  - 3. Cost of Ownership: To reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
  - 4. Control and Monitoring To allow for optimized use of labor resources and avoid unneeded operation of the facility, the customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

## 1.2 ONFIELD LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting manufacturers will provide a guarantee that light levels will be sustained over the life of the warranty period. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified below.

Manufacturers will provide lumen maintenance data of the LED luminaires used per TM-21-11 and will Incorporate the lumen maintenance projections into the lighting designs to ensure target light levels are achieved throughout the guaranteed period of the system. Per IES guidelines, lumen maintenance hours should be reported based on the 6x multiplier of testing hours.

Area of Lighting	Average Target Illumination Levels	Max to Min Uniformity Ratio	Grid Points	Grid Spacing
Football	30fc	2:1	72	30' x 30'
Soccer	30fc	2:1	60	30' x 30'
Track	No point less than 8fc	4:1	43	30' x 30'
Baseball	50fc Infield / 30fc Outfield	2:1 Infield / 2.5:1 Outfield	25 / 88	30' x 30'
4 Tennis Courts	50fc	2:1	60	20' x 20'

- B. Color Temperature: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- C. Playability: Lighting design and luminaire selection should be optimized for playability by reducing glare on the field and providing sufficient upplight.
  - 1. Aiming Angles: To reduce glare, the luminaire aiming should ensure the top of the luminaire field angle (based on sample photometric reports) is a minimum of 10 degrees below horizontal.
  - 2. Glare Control Technology Luminaires selected should have glare control technology including, but not limited to: external visors, internal shields and louvres. No symmetrical beam patterns are acceptable.
  - 3. Aerial lighting Adequate illumination must be provided above the field to see the ball in flight. It is recommended that a lighting analysis be performed above the field of play to evaluate the visibility of the ball over its typical trajectory to ensure the participants will adequately see the ball. Calculation planes should be evaluated up to the maximum anticipated height for the level of play.
  - 4. Mounting Heights: To ensure proper aiming angles, minimum mountings heights shall be as described below. Higher mounting heights may be necessary for luminaire with lesser glare control to meet field angle requirements of section 1.2.C.1.

Number of Poles	Pole Designation	Pole Height	
4	T1-T4	60'	
8	A1, A2, C1, C2 &	70'	
	F1 - F4		
2	B1 & B2	80'	

# 1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers, and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

Spill Line at Sugar Road	Maximum
Horizontal Footcandles	1 fc
Vertical Footcandles	2 fc
Candela (taken at 5 ft above grade)	<6,500 cd

Spill at East Property Line	Maximum
Horizontal Footcandles	6 fc
Vertical Footcandles	14 fc
Candela (taken at 5 ft above grade) per fixture	<313,000 cd

Spill at S. Joe Ochoa Avenue	Maximum
Horizontal Footcandles	15 fc
Vertical Footcandles	21 fc
Candela (taken at 5 ft above grade) per fixture	<261,000 cd

- C. Sample Photometry: The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years of experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.
- D. Field Verification: Lighting manufacturer shall supply field verification of environmental light control using a meter calibrated within the last 12 months:
  - 1. Spill verification: Illumination levels shall be taken in accordance with IESNA RP-6-22. The light sensing surface of the light meter should be held 36 inches above the playing surface with the sensing surface horizontal (for horizontal readings) or vertically pointed at the brightest light bank (for max vertical readings)

## 1.4 COST OF OWNERSHIP

A. The manufacturer shall submit a 25-year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

# PART 2 – PRODUCT

- 2.1 SPORTS LIGHTING SYSTEM CONSTRUCTION
  - A. Manufacturing Requirements: All components shall be designed and manufactured as a

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- system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
  - 1. Galvanized steel poles and cross-arm assembly.
  - 2. Non-approved pole technology:
    - a. Square static cast concrete poles will not be accepted.
    - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long-term performance concerns.
  - 3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
    - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
    - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-enforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
  - 4. The manufacturer will supply all drivers and supporting electrical equipment.
    - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
    - Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2 2002.
  - 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
  - 6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.

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- 7. Control cabinet to provide remote on-off control and monitoring features of the lighting system. See Section 2.3 for further details.
- 8. Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
  - a. Integrated grounding via concrete encased electrode grounding system.
  - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
- D. Safety: All system components shall be UL listed for the appropriate application.

# 2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
  - 1. Electric power: See electrical plans.
  - 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall not exceed 100 kW.

## 2.3 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Contactor control of lights: To minimize wear on drivers and other electrical components and prevent lights from turning on due to communication loss, circuits must be controlled via contactor switching, not dimming driver output to zero.
- D. Dimming: System shall provide for 3-stage dimming (high-medium-low-). Dimming will be set via scheduling options (Website, app, phone, email) .
- E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities

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for all fields to only having permission to execute "early off" commands by phone. The scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- F. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- G. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. The dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS and Android devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility.
- 2. Report hours saved by using early off and push buttons by users.
- H. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- I. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

## 2.4 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2018 International Building Code. Wind loads to be calculated using ASCE 7-10, an ultimate design wind speed of 140 and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2015 IBC Table 1806.2.

# PART 3 – EXECUTION

# 3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
  - 1. Providing engineered foundation embedment design by a registered engineer in the State of Texas for soils other than specified soil conditions;
  - 2. Additional materials required to achieve alternate foundation;
  - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

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## 3.2 DELIVERY TIMING

B. Delivery Timing Equipment On-Site: The equipment must be on-site 8-10 weeks from receipt of approved submittals and receipt of complete order information.

# 3.3 FIELD QUALITY CONTROL

A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-22.

# B. Field Light Level Accountability

- 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
- 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
- 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities.

  Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, uplight for aerial visibility, and offsite candela readings are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

## 3.4 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. The warranty shall guarantee specified light levels. The manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term. The warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. The manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

## PART 4 – DESIGN APPROVAL

# 4.1 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.1.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will

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be issued to the manufacturer indicating approval for the specific design submitted.

- B. Approved Product: Musco's Light-Structure System<sup>TM</sup> with TLC for LED<sup>®</sup> is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

# REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. Submit checklist below with submittal.

Yes / No	Tab	Item	Description	
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.	
	В	Equipment Layout	Drawing(s) showing field layouts with pole locations	
	C	On Field Lighting Design	<ul> <li>Lighting design drawing(s) showing:</li> <li>a. Field Name, date, file number, prepared by</li> <li>b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x &amp; y), Illuminance levels at grid spacing specified</li> <li>c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics</li> <li>d. Height of light test meter above field surface.</li> <li>e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.</li> </ul>	
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. The lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.	
	Е	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program	

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		or an independent testing facility with over 5 years of experience.
F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Texas, if required by owner. (May be supplied upon award).
Н	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of Texas.
I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Texas.
J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of Texas.
K	Project References	Manufacturer to provide a list of ten (10) projects where the technology and specific fixture proposed for this project has been installed in the state of Texas. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
L	Product Information	Complete bill of material and current brochures/cut sheets for all products being provided.
M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
N	Non- Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
О	Cost of Ownership	Document cost of ownership as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included. All costs should be based on 25 years
P	Environmental Light Control Design	Environmental glare impact scans must be submitted showing the maximum candela from the field edge on a map of the surrounding area until the following candela values or less are achieved. Sugar Road <6,500, East Property Line <313,000, S. Joe Ochoa Ave <261,000

The information supplied herein shall be used for the purpose of complying with the specifications for South Texas ISD World Scholars. By signing below, I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:	Signature:
Contact Name:	Date:/
Contractor:	Signature:

### **SECTION #31 10 00 - SITE CLEARING**

### PART 1 - GENERAL

### 1.1 SECTION INCLUDES

- A. Demolition of designated site structures, retaining walls, foundations and removal of materials from site.
- B. Demolition and removal of pavements, curbs and gutters, drainage structures, utilities, signage or landscaping.
- C. Disconnecting and capping or removal of identified utilities.
- D. Filling or removal of underground tanks and piping.
- E. Filling voids in subgrade created as a result of removals or demolition.
- F. Hazardous Material Compliance.
- G. Cleaning site of debris, grass, trees and other plant life in preparation for site or building excavation work.
- H. Protection of existing structures, trees or vegetation indicated on the contract documents to remain.
- I. Stripping topsoil from areas that are to be incorporated into the limits of the project and where so indicated on the construction drawings.
- J. Removal of identified and discovered rock during excavation.
- K. Use of explosives to assist rock removal.
- L. Incorporating removed rock into fills and embankments.

### 1.2 RELATED SECTIONS

- A. Section 31 20 00
- B. Construction drawings.
- C. Geotechnical Engineering Report

### 1.3 PROJECT RECORD DOCUMENTS

Accurately record actual locations of capped utilities, and subsurface obstructions.

### 1.4 REGULATORY REQUIREMENTS

- A. Conform to applicable local code for demolition of structures, safety of adjacent structures, dust control and runoff control.
- B. Obtain required permits and licenses from authorities. Pay associated fees including disposal charges.
- C. Notify affected utility companies before starting work and comply with their requirements.
- D. Do not close or obstruct roadways, sidewalks or hydrants without permits.
- E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
- F. Test soils around buried tanks for contamination.

- G. Construct temporary erosion control systems as shown on the plans or as directed by the engineer to protect adjacent properties and water resources from erosion and sedimentation.
- H. In the event that site work on this project will disturb one (1) or more acres, the contractor shall NOT begin construction without a "National Pollution Discharge Elimination System" (NPDES) permit governing the discharge of storm water from the construction site for the entire construction period. The permit requires a "Storm Water Pollution Prevention Plan" (SWPPP) to be in place during construction which includes monitoring of storm water flows during construction.

The contractor shall be totally responsible for conducting the storm water management practices in accordance with the NPDES permit and for any enforcement action taken or imposed by Federal or State agencies, including the cost of fines, construction delays and remedial actions resulting from the contractor's failure to comply with all provisions of the NPDES permit.

I. NFPA 495 – Code for Explosive Materials

### 1.5 JOB CONDITIONS

- A. Structures to be demolished will be discontinued in use and vacated prior to start of work.
- B. Owner assumes no responsibility for condition of structures to be demolished.
- C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. Variations within structures may occur by Owner's removal and salvage operations prior to start of demolition work.
- D. Variations to conditions or discrepancy in actual conditions as they apply to site preparation operations are to be brought to the attention of the owner prior to the commencement of any site work.
- E. Unless otherwise indicated in the Construction Documents or specified by the Owner's representative, all items of salvageable value to Contractor shall be removed from the site and structure. Storage or sale of removed items on site will not be permitted and shall not interfere with any other work specified in the contract documents.
- F. Explosives shall not be brought to site or used without written consent of authorities having jurisdiction. Such written consent will not relieve Contractor of total responsibility for injury to persons or for damage to property due to blasting operations. The performance of any required blasting shall comply with governing regulations.
- G. Any discrepancy with plans and specifications regarding amount and type of rock to be removed shall immediately be brought to the attention of the Owner and the Engineer. A revised removal plan and schedule shall subsequently be provided and followed by the Contractor.

# 1.6.1 ENVIRONMENTAL REQUIREMENTS

A. Determine all environmental effects associated with proposed work and safeguard those concerns as regulated by law and all others by reasonable and practiced methods.

### PART 2 - PRODUCTS

# 2.1 FILL MATERIALS

Aggregate materials specified in Section 31 20 00.

### PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Provide, erect, and maintain erosion control devices, temporary barriers and security devices at locations indicated
- B. Protect existing landscaping materials, appurtenances and structures which are not to be demolished. Repair damage caused by demolition operations at no cost to Owner.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- D. Mark location of utilities. Protect and maintain in safe and operable condition the utilities to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and the Owner's representative.

### 3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures or pavements.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private access. Maintain access and egress at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- E. Sprinkle Work with water to minimize dust. Provide hoses and water connections for this purpose.
- F. Comply with governing regulations pertaining to environmental protection.
- G. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

# 3.3 DEMOLITION

- A. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations. Small structures may be removed intact when acceptable to owner and authorities having jurisdiction.
- B. Proceed with demolition in systematic manner, from top of structure to ground and complete demolition work above each floor or tier before disturbing supporting members on lower levels.
- C. Locate demolition equipment and remove materials so as to prevent excessive loading to supporting walls, floors, or framing.
- D. Remove structural framing members and lower to ground by hoists, derricks, or other suitable methods.
- E. Demolish concrete and masonry in small sections. Break up concrete slabs-on-grade that are 2 or more feet below proposed subgrade. Remove slabs within 2 feet of proposed subgrade.

F. Demolish and remove below grade construction and concrete slabs on grade to a <u>minimum</u> depth of two feet below proposed subgrade.

### 3.4 FILLING BASEMENTS AND VOIDS

- A. Completely fill below grade areas and voids resulting from demolition or removal of structures (underground fuel storage tanks, wells, cisterns, etc.) using approved select fill materials consisting of stone, gravel, and sand free from debris, trash, frozen materials, roots, and other organic matter.
- B. Ensure that areas to be filled are free of standing water, frost, frozen, or unsuitable material, trash, and debris prior to fill placement.
- C. Place fill materials in horizontal layers not exceeding 8" in loose depth and compact each layer at optimum moisture content of fill material to proposed density, unless subsequent excavation for new work is required.
- D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from site debris, rubbish, and other materials resulting from demolition operations.
- B. No burning of any material, debris, or trash on-site or off-site will be allowed, except when allowed by the appropriate governing authority and the Owner's representative. If allowed as stated above, burning shall be performed in manner prescribed by governing authority. Attend burning materials until fires have burned out or have been extinguished.
- C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas which are approved for disposal by governing authorities and appropriate property owners.

### 3.6 SITE PREPARATION

Verify that existing plant life and clearing limits are clearly tagged, identified and marked in such a manner as to insure their safety throughout construction operations.

### 3.7 SITE PROTECTION

- A. Locate and identify existing utilities that are to remain and protect them from damage.
- B. Protect trees, plant growth and features designated to remain as final landscape.
- C. Conduct operations with minimum interference to public or private accesses and facilities. Maintain access and egress at all times and clean or sweep any roadways daily or as required by the governing authority. At such times as deemed necessary by the owner, dust control shall be provided with sprinkling systems or equipment provided by the contractor.
- D. Protect bench marks, property corners and all other survey monuments from damage or displacement. If a marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, by the same.
- E . Provide traffic control as required, in accordance with the U.S. Department of Transportation "Manual of Uniform Traffic Control Devices" and the state highway department requirements.

### 3.8 SITE CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Unless otherwise indicated on the drawings, remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots. Depressions caused by clearing and grubbing operations are to be filled to subgrade elevation to avoid water ponding. Satisfactory fill material shall be placed in horizontal layers not exceeding 8" loose depth, and thoroughly compacted per fill requirements of this section. Contractor shall also refer to Geotechnical Report for fill requirements. In the case of discrepancies, the more restrictive of the two shall govern.
- C. Remove grass, trees, plant life, stumps and all other construction debris from the site to a dump site that is suitable for handling such material according to state laws and regulations.
- D. In retention pond footprint, clear all rock and vegetation. Excavate to proposed grade level., reserving some native soil for re-use in pond footprint.

### 3.9 TOPSOIL EXCAVATION

- A. Strip topsoil from areas that are to be filled, excavated, landscaped or re-graded to such a depth that it prevents intermingling with underlying subsoil or questionable material.
- B. Cut heavy growths of grass from areas before stripping and remove with the rest of the cleared vegetative material.
- C. Topsoil shall consist of organic soil found in depth of not less than 6". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones and other objects over 2" in diameter, weeds, roots, and other objectionable material.
- D. Stockpile topsoil in storage piles in areas shown or where directed. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waste material, unless otherwise specified by owner. Excess topsoil shall be removed from the site by the Contractor unless specifically noted otherwise on the Drawings.

**END OF SECTION #31 10 00** 

#### SECTION #31 14 00 - EARTHWORK

### **PART 1 GENERAL**

### 1.1 SECTION INCLUDES

- A. Protection, modification and/or installation of utilities as sitework progresses paying particular attention to grade changes and any necessary staging of work.
- B. Cutting, filling and grading to required lines, dimensions, contours and proposed elevations for proposed improvements.
- C. Scarifying, compaction, drying and removal of unsuitable material to ensure proper preparation of areas for fills or proposed improvements.

### 1.2 RELATED SECTIONS

- A. Section 02 41 00 Demolition
- B. Section 31 10 00 Site Preparation
- C. Section 31 23 00 Excavation, Backfill and Compaction for Utilities
- D. Section 31 22 00 Excavation, Backfill and Compaction for Pavement
- E. Section 31 20 00 Aggregate Materials
- F. Section 31 32 00 Soil Stabilization
- G. Geotechnical Report (if available) for boring locations and findings of subsurface materials and conditions.
- H. Construction Drawings
- I Architectural Plans and Specifications as they relate specifically to the earthwork beneath the buildings, where the architectural requirements are more stringent than the civil requirements

### 1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) latest edition.
  - D 422 Method for Particle Size Analysis of Soils
  - D 698 Test for Moisture-Density Relations of Soils Using 5.5 lb. (2.5 kg) Rammer and 12-inch (304.8 mm) Drop (Standard Proctor)
  - D 1556 Test for Density of soil in Place by the Sand Cone method
  - D 1557 Test for Moisture-Density Relations of Soils Using 10-lb (4.5 Kg) Rammer and 18-inch (457 mm) Drop (Modified Proctor)
  - D 1559 Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
  - D 2167 Test for Density of Soil in Place by the Rubber Balloon Method
  - D 2216 Laboratory Determination of Moisture content of Soil
  - D 2487 Classification of Soils for Engineering Purposes
  - D 2922 Tests for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth)
  - D 3017 Test for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - D 4318 Test for Plastic Limit, Liquid Limit, and Plasticity Index of Soils
  - C 25 Chemical Analysis of Limestone, Quicklime and Hydrate Lime
  - C110 Physical Testing for Quicklime and Hydrated Lime, Wet Sieve Method
  - C618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
  - C977 Quicklime and Hydrated Lime for Soil Stabilization

B.American Association of State Highway and Transportation Officials (AASHTO) latest edition

T88 Mechanical Analysis of Soils

### 1.4 QUALITY ASSURANCE

- A. Independent Testing Laboratory selected and paid by owner, shall be retained to perform construction testing on site based on the following:
  - 1. Building Subgrade Areas, including 10' –0" Outside Exterior Building Lines: In cut areas, not less than one compaction test for every 2,500 square feet. In fill areas, same rate of testing for each 8" lift (measured loose).
  - Areas of Construction <u>exclusive</u> of building subgrade: In cut areas, not less than one compaction test for every 10,000 square feet. In fill areas, same rate of testing for each 8" lift (measured loose).
- B. If compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until proper compaction is obtained at <u>no</u> additional expense to owner.
- C. In all areas to receive pavement, a CBR (or LBR) test shall be performed for each type of material imported from off-site.
- D. The following tests shall be performed on each type of on-site or imported soil material used as compacted fill as part of construction testing requirements.
  - 1. Moisture and Density Relationship: ASTM D 698 or ASTM D1557.
  - 2. Mechanical Analysis: AASHTO T-88
  - 3. Plasticity Index: ASTM D 4318
  - E. Field density tests for in-place materials shall be performed according to one of the following standards as part of construction testing requirements.
    - 1. Sand-Cone Method: ASTM D 1556
    - 2. Balloon Method: ASTM D 2167
    - 3. Nuclear method: ASTM D 2922 (Method B-Direct Transmission)
  - F. Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data, and test results. Owner, architect, and contractor shall be provided with copies of reports within 96 hours of time test was performed. In event that any test performed fails to meet these Specifications, owner and contractor shall be notified <a href="immediately">immediately</a> by independent testing laboratory.
  - G. All costs related to retesting due to failures shall be paid for by the contractor at no additional expense to owner. Owner reserves the right to employ an Independent Testing Laboratory and to direct any testing that is deemed necessary. Contractor shall provide free access to site for testing activities.

### 1.5 SUBMITTALS

- A. Submit a sample of each type of off-site fill materials that is to be used at the site in an air tight, 10 lb container for the testing laboratory.
- B. Submit the name of each material supplier and specific type and source of each material. Any change in source throughout the job requires approval of the owner or engineer.
- C. For use of fabrics or geogrids, a design shall be submitted for approval by the Owner

# PART 2 PRODUCTS

### 2.1 MATERIALS

A. Excavated and re-used material for subsoil fill as specified herein.

- B. Aggregate fill as specified in Section 31 20 00.
- C. Imported subsoil material approved by the owner and specified herein.
- D. Topsoil fill as specified in Section 31 10 00.
- E. Acceptable stabilization fabrics and Geogrids:
  - 1. Mirafi 50OX or 60OX
  - 2. Phillips 66 Supac 6WS
  - 3. Dupont Typar 3401 and 3601
  - 4. Trevira S1114 and S1120
  - 5. Tensar SS-1 and SS-2
  - 6. Exxon GTF-200 or 350
  - F. Filter/Drainage Fabrics
    - 1. Mirafi 14ONS
    - 2. Phillips 66 Supac 4NP
    - 3. Dupont Typar 3341

### PART 3 EXECUTION

### 3.1 PREPARATION

- A. Identify required lines, levels, contours and datum.
- B. Locate and identify existing utilities that are to remain and protect them from damage.
- C. Notify utility companies to remove and/or relocate any utilities that are in conflict with the proposed improvements.
- D. Protect plant life, lawns, fences, existing structures, sidewalks, paving and curbs from excavating equipment and vehicular traffic.
- E. Protect benchmarks, property corners and all other survey monuments from damage or displacement. If a marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, by the same.
- F. Remove from site material encountered in grading operations that, in opinion of owner or owners representative, is unsuitable or undesirable for backfilling, subgrade or foundation purposes. Dispose of in a manner satisfactory to owner. Backfill areas with layers of suitable material and compact as specified.
- G. Prior to placing fill in low areas, such as previously existing creeks, ponds, or lakes, perform following procedures:
- 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain same results.
- After drainage of low area is complete, remove mulch, mud, debris, and other unsuitable material
  by using acceptable equipment and methods that will keep natural soils underlying low areas dry
  and undisturbed.
- 3. If proposed for fill, all muck, mud, and other materials removed from above low areas shall be dried on-site by spreading in thin layers for observation by owner or owner's representative. Material shall be inspected and, if found to be suitable for use as fill material, shall be incorporated into lowest elevation of site filling operation, but not under the building area or within all of perimeter of building pad or paving subgrade. If, after observation by owner or owners representative, material is found to be unsuitable, all unsuitable material shall be removed from site.

### 3.2 EXCAVATION FOR FILLING AND GRADING

A. Classification of Excavation: Contractor by submitting bid acknowledges that he has investigated the site to determine type, quantity, quality, and character of excavation work to be performed. Excavation shall be considered unclassified excavation, except as indicated by "Article 4 - Administration of the Contract" in the "Supplementary Conditions" portion of the specification.

- B. Perform excavation using capable, well maintained equipment and methods acceptable to owner and governing agencies.
- C. When performing grading operations during periods of wet weather, provide adequate drainage and ground water management to control moisture of soils.
- D. Shore, brace, and drain excavations as necessary to maintain safe, secure, and free of water at all times.
- E . Excavated material containing rock or stone greater than 6" in largest dimension is unacceptable as fill to within the proposed building and paving area.
- F. Rock or stone less than 6" in largest dimension is acceptable as fill to within 24" of surface of proposed subgrade when mixed with suitable material.
- G. Rock or stone less than 2" in largest dimension and mixed with suitable material is acceptable as fill within the upper 24" of proposed subgrade.

### 3.3 FILLING AND SUBGRADE PREPARATION

- A. Fill areas to contours and elevations shown with unfrozen materials.
- B. Place fill in continuous lifts specified herein.
- C. Refer to Section 31 22 00 for filling requirements for pavements.
- D. Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8" and compacted to minimum of 95% of optimum density, in accordance with ASTM D 698 (or 92% of optimum density, in accordance with ASTM D 1557), at a moisture content of not less than I% below and not more than 3% above the optimum moisture content. These areas shall then be proofrolled to detect any areas of insufficient compaction. Proofrolling shall be accomplished by making a minimum of two (2) complete passes with a fully-loaded tandem-axle dump truck, or approved equivalent, in each of the two perpendicular directions under the supervision and direction of a field geotechnical engineer. Areas of failure shall be excavated and recompacted as stated above.
- E. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 8" loose measure and compacted to a minimum density of 95% of optimum density, in accordance with ASTM D 698, (or 92% of the optimum density, in accordance with ASTM D 1557) at a moisture content of not less than it below and not more than 3% above the optimum moisture content.
- F. Material imported from off -site shall have a CBR (California Bearing Ratio) or LBR (Limerock Bearing Ratio) value equal to or above the pavement design subgrade CBR or LBR value indicated on the Drawings.

### 3.4 MAINTENANCE OF SUBGRADE

- A. Finished subgrades shall be verified to ensure proper elevation and conditions for construction above subgrade.
- B . Protect subgrade from excessive wheel loading during construction, including concrete trucks and dump trucks.
  - B. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in a manner that will comply with compaction requirements by use of material equal to or better than best subgrade material on site. Surface of subgrade after compaction shall be hard, uniform, smooth, stable, and true to grade and cross-section.

# 3.5 RIP RAP

A. Place rip-rap in all areas where indicated on the Drawings. The stone for rip-rap shall consists of field stone or rough unhewn quarry stone as nearly uniform, in section as is practical. The stones shall be dense, resistant to the action of air and water, and suitable in all aspects for the purpose

- intended. Unless otherwise specified, all stones used as rip-rap shall weigh between 50 and 150 pounds each, and at least 60 percent of the stones shall weigh more than 100 pounds each.
- B. Slopes and other areas to be protected shall be dressed to the line and grade shown on the plans prior to the placing of rip-rap. Contractor shall undercut the areas to receive rip-rap to an elevation equal to the final elevation less the average diameter of the stones before placing the rip-rap.
- C. Filter fabric and bedding stone shall be installed prior to the placement of the stones if so indicated on the drawings. The bedding stone shall be quarried and crushed angular limestone in accordance with Section 31 20 00 and shall be 6" in depth. Filter fabric shall be as specified herein and as detailed on the plans.
- D. Stones shall be placed so that the greater portion of their weight is carried by the earth and not by the adjacent stones. The stones shall be placed in a single layer with close joints. The upright areas of the stone shall make an angle of approximately 90 degree with the embankment slope. The courses shall be placed from the bottom of the embankment upward, the larger stones being placed in the lower courses. Open joints shall be filled with spalls. Stones shall be embedded in the embankment as necessary to present a uniform top surface such that the variation between tops of adjacent stones shall not exceed three inches.

### 3.6 FINISH GRADING

- A. Grade all areas where finish grade elevations or contours are indicated on Drawings, other than paved areas and buildings, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Finished subgrade surface shall not be more than <u>0.10 feet</u> above or below established finished subgrade elevation, and all ground surfaces shall vary uniformly between indicated elevations. Finish ditches shall be graded to allow for proper drainage without ponding and in a manner that will minimize erosion potential.
- B. Correct all settlement and eroded areas within one year after date of completion at no additional expense to owner. Bring grades to proper elevation. Replant or replace any grass, shrubs, bushes, or other vegetation that appears dead, dying or disturbed by construction activities. Refer to Section 31 35 00 for slope protection and erosion control.
- C. Refer to Section 31 32 00 for soil stabilization using lime, cement, fly ash and geotextile fabric methods for subbase materials.

**END OF SECTION #31 14 00** 

EARTHWORK 31 14 00 6

### **SECTION #31 20 00 - AGGREGATE MATERIALS**

### PART 1 GENERAL

### 1.1 SECTION INCLUDES

Aggregate Materials

#### 1.2 RELATED SECTIONS

- A.. Section 31 10 00 Site Preparation
- B. Section 31 14 00 Earthwork
- C. Section 31 06 00 Excavation, Backfill and Compaction for Structures
- D. Section 31 23 00 Excavation, Backfill and Compaction for Utilities
- E. Section 31 22 00 Excavation, Backfill and Compaction for Pavement
- F. Section 31 32 00 Soil Stabilization
- G. Section 31 35 00 Slope Protection and Erosion Control
- H. Construction Drawings

### 1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) latest edition.
  - ANSI/ASTM C136 Method for Sieve Analysis of Fine and Coarse Aggregates.
  - ANSI/ASTM D698 Test Methods for Moisture-Density Relations of Soils and Soil-aggregate Mixtures, Using 5.5 lb (2.49 Kg)

Rammer and 12 inch (304.8 mm) Drop.

- ANSI/ASTM D155 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- ASTM D2167 Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

ASTM D2487 - Classification of Soils for Engineering Purposes.

AS7'M D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

ASTM D4318 - Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

B. American Association of State Highway and Transportation Officials (AASHTO) latest edition.

AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb (4.54 Kg) Rammer and

an 18 inch (457 mm) Drop.

AASHTO M147 - Materials for Aggregate and Soil-Aggregate.

### 1.4 QUALITY ASSURANCE

Tests and analysis of aggregate material will be performed in accordance with standard ASTM and AASHTO procedures listed herein.

### 1.5 SUBMITTALS

- A. Submit in air tight containers a 10 pound sample of each aggregate or mixture that is to be incorporated into the project to the testing laboratory designated by the owner.
- B. Submit the name of each material supplier and specific type and source of each material. Any change in source throughout the job requires approval of the owner and engineer.

C. Submit materials certificate to on-site independent testing laboratory which is signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.

### PART 2 PRODUCTS

### 2.1 MATERIALS

A. All construction and materials shall meet or exceed the requirements of this section and any state highway department specification section referred to or noted on the drawings which pertain to paving base course design, materials, preparation, and/or execution. All materials shall be as indicated on Drawings and shall comply with applicable state highway specification regarding source, quality, gradation, liquid limit, plasticity index, and mix proportioning.

#### PART 3 EXECUTION

#### 3.1 STOCKPILING

Stockpile on-site at locations indicated by the owner in such a manner that there will be no standing water or mixing with other materials.

### 3.2 BORROW SITES

Upon completion of borrow operations, clean up borrow areas as indicated on the plans in a neat and reasonable manner to the satisfaction of the property owner, the owner and the engineer.

### 3.3 TRANSPORTATION

Off-site materials shall be transported to the project using well maintained and operating vehicles. Once on the job site, all transporting vehicles shall stay on designated haul roads and shall at no time endanger any of the improvements by rutting, overloading or pumping the haul road.

**END OF SECTION #31 20 00** 

### SECTION #31 21 00 - ROCK REMOVAL

### **PART 1 GENERAL**

#### 1.1 SECTION INCLUDES

- A. Removal of identified and discovered rock during excavation.
- B. Use of explosives to assist rock removal.
- C. Incorporating removed rock into fills and embankments.

### 1.2 RELATED SECTIONS

- A. Section 31 14 00 Earthwork
- B. Section 31 06 00 Excavation, Backfill and Compacting for Structures
- C. Section 31 23 00 Excavation, Backfill and Compacting for Utilities
- D. Section 31 22 00 Excavation, Backfill and Compacting for Pavement
- E. Geotechnical report (if available) for boring locations and findings of subsurface materials and conditions.
- F. Construction drawings.

### 1.3 REFERENCE STANDARDS

NFPA 495 - Code for Explosive Materials

### 1.4 ENVIRONMENTAL REQUIREMENTS

Determine all environmental effects associated with proposed work and safeguard those concerns as regulated by law and all others by reasonable and practiced methods.

### 1.5 JOB CONDITIONS

Any discrepancy with plans and specifications regarding amount and type of rock to be removed shall immediately be brought to the attention of the Owner and the Engineer. A revised removal plan and schedule shall subsequently be provided and followed by the Contractor.

# 1.6 QUALIFICATIONS

Contractor shall submit records of documented experience to the Owner and the Engineer prior to removal of rock by blasting.

### **PART 2 PRODUCTS**

### 2.1 MATERIALS

Explosives, detonator/delay device and blast mat materials shall be the type recommended by the explosive supplier and shall comply with the requirements of this section.

# **PART 3 EXECUTION**

### 3.1 PREPARATION

- A. Verify site conditions and note subsurface conditions affecting work of this section.
- B. Identify required lines, levels and elevations that will determine the extent of the proposed removals.

### 3.2 ROCK EXCAVATION

- A. Rock excavation is defined as igneous, metamorphic or sedimentary rock that cannot be removed by rippers or other mechanical methods and; therefore, requires drilling and blasting. Cut rock to form level bearing at bottom of footing and trench excavations. In utility trenches, excavate rock to 6" below invert elevation of pipe. Remove shaled layers to provide sound and unshattered base for footings or foundations. Reuse excavated materials on-site in accordance with section 31 14 00, if applicable.
- B. Comply with all laws, rules, and regulations of Federal, State and local authorities and insurer which govern storage, use, manufacture, sale, handling, transportation, licensing, or other disposition of explosives. Take special precautions for proper use of explosives to prevent harm to human life and damage to surface structures, all utility lines, or other subsurface structures. Do not conduct blasting operations until persons in vicinity have had ample notice and have reached positions of safety.
- C. Contractor shall save harmless the Owner, Architect, Engineer and Owner's representative from any claim growing out of use of such explosives. Removal of materials of any nature by blasting shall be done in such a manner and such time as to avoid damage affecting the integrity of design and to avoid damage to any new or existing structure included in or adjacent to work. It shall be contractor's responsibility to determine method of operation to ensure desired results and integrity of completed work.
- D. Perform rock excavation in a manner that will produce material of such size as to permit it being placed in embankments in accordance with Section 31 14 00. Remove rock to limits as indicated. Remove loose or shattered rock, overhanging ledges and boulders which might dislodge.
- E. Use lean concrete or suitable materials to replace rock overblast or over excavation in building area and in expansion area to facilitate placement of utilities and future footings.

**END OF SECTION #31 21 00** 

### SECTION #31 22 00 - EXCAVATION, BACKFILLING AND COMPACTING FOR PAVEMENT

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Excavate to line, grade and configuration as shown in the plans and specifications for proposed and future pavement areas.
- B. Fill to line, grade and configuration as shown in the plans and specifications for proposed and future pavement areas.
- C. Compacting fill materials in an acceptable manner as stated herein.

#### 1.2 RELATED SECTIONS

- A. Section 31 14 00 Earthwork
- B. Section 31 20 00- Aggregate Materials
- C. Section 31 32 00 Soil Stabilization
- D Section 32 11 00- Paving Base Course
- E. Section 32 12 00 Asphaltic Concrete Paving
- F. Section 32 13 00 Portland Cement Concrete
- G Section 32 16 00 Curbs and Sidewalks
- H Geotechnical Report (if available) for Boring Locations and Findings of Subsurface Materials and Conditions.
- I Construction Drawings

### 1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) latest edition.
  - D 422 Method for Particle Size Analysis of Soils
  - D 698 Test for Moisture-Density Relations of Soils Using 5.5 lb. (2.5 kg) Rammer and 12-inch (304.8 mm) Drop (Standard Proctor)
  - D 1556 Test for Density of soil in Place by the Sand Cone Method
  - D 1557 Test for Moisture-Density Relations of Soils Using 10-lb (4.5 Kg) Rammer and 18-inch (457 mm) Drop (Modified Proctor)
  - D 1559 Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
  - D 2167 Test for Density of Soil in Place by the Rubber Balloon Method
  - D 2216 Laboratory Determination of Moisture content of Soil
  - D 2487 Classification of Soils for Engineering Purposes
  - D 2922 Tests for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - D 3017 Test for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - D 4318 Test for Plastic Limit, Liquid Limit, and Plasticity Index of Soils
  - C 25 Chemical Analysis of Limestone, Quicklime and Hydrated Lime
  - C110 Physical Testing for Quicklime and Hydrated Lime, Wet Sieve Method
  - C618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
  - C977 Quicklime and Hydrated Lime for Soil Stabilization
- B. American Association of State Highway and Transportation Officials (AASHTO) latest edition
   T88 Mechanical Analysis of Soils

### 1.4 QUALITY ASSURANCE

Independent testing laboratory selected and paid by owner shall be retained to perform construction testing on filling operations and subgrade analysis as specified in Section 31 14 00 and as stated herein.

#### 1.5 SUBMITTALS

- A. Shop drawings or details pertaining to excavating and filling for pavement are not required unless otherwise shown on the drawings or specifications or if contrary procedures to the project documents are proposed.
- B. Submit a sample of each type of off-site fill material that is to be used in backfilling in an air-tight, 10 lb. container for the testing laboratory or submit a gradation and certification of the aggregate material that is to be used to the testing laboratory for review.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Fill material from on-site as specified in Section 31 14 00 and approved by the owner or owner's representative.
- B. Fill material from off-site as specified in Section 31 14 00 and approved by the owner or owner's representative.
- C. Aggregate material as specified in Section 31 20 00.
- D. Acceptable stabilization fabrics and geogrids:
  - 1. Mirafi 50OX or 60OX
  - 2. Phillips 66 Supac 6WS
  - 3. Dupont Typar 3401 and 3601
  - 4. Trevira S1114 and S1120
  - 5. Tensar SS-1 and SS-2
  - 6. Exxon GTF-200 or 350

### PART 3 EXECUTION

# 3.1 PREPARATION

- A. Identify all lines, elevations and grades necessary to construct pavements, curb and gutter, bases, walkways and roadways as shown in the plans and specifications.
- B. Carefully protect benchmarks, property corners, monuments or other reference points.
- C. Locate and identify all site utilities that have previously been installed and may be in danger of damage by grading operations.
- D. Locate and identify all existing utilities that are to remain and protect them from damage.
- E. Over excavate and properly prepare areas of subgrade that are not capable of supporting the proposed systems. These areas shall be stabilized by using acceptable filter fabrics and/or aggregate material placed and compacted as specified.

# 3.2 EXCAVATION

- A. Excavate roadway and pavement areas to line and grade as shown in the plans and specifications.
- B. Engage all suitable material into the project fill areas as specified in Section 31 14 00
- C. Unsuitable excavated material is to be disposed of in a manner and location that is acceptable to the owner and local governing agencies.
- D. Perform excavation using capable, well maintained equipment and methods acceptable to the owner and the project document requirements.

### 3.3 FILLING AND SUBGRADE PREPARATION

A. Areas exposed by excavation or stripping and on which subgrade preparations for paving are to be performed, including future pavement areas, shall be scarified to minimum depth of 8", and compacted to minimum of 98% of optimum density, in accordance with ASTM D 698, at a moisture content of not less

than 2% below and not more than 2% above the optimum moisture content. These areas shall then be proofrolled to detect any areas of insufficient compaction. Proofrolling shall be accomplished by making a minimum of two (2) complete passes with a fully-loaded tandem-axle dump truck, or approved equivalent, in each of the two perpendicular directions under the supervision and direction of a field geotechnical engineer. Areas of failure shall be excavated and recompacted as stated above.

- B. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 8" loose measure and compacted to a minimum density of 98% of optimum density, in accordance with ASTM D 698, at a moisture content of not less than 2% below and not more than 2% above the optimum moisture content.
- C. The following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of suitable fill materials to be used in the specified areas, unless specifically stated otherwise on the Drawings:

	<u> PI</u>	<u>LL</u>
*Paving Area, below upper two feet	20	50
*Paving Area, upper two feet	18	40

(\*References to Depth are to Proposed Subgrade Elevations)

D. Material imported from off-site shall have a CBR (California Bearing Ratio) or LBR (Limerock Bearing Ratio) value equal to or above the pavement design subgrade CBR or LBR value indicated on the Drawings.

### 3.4 COMPACTION

- A. Maintain optimum moisture content of fill materials to attain required compaction density.
- B. All materials shall be tested in accordance with Section 31 14 00
- C. An independent testing laboratory selected and paid by the owner, shall be retained to perform testing onsite.
- D. Compaction test will be as specified in Section 31 14 00 together with the following for paving areas:
  - 1. In cut areas not less than one compaction test for every 10,000 square feet.
  - 2. In fill areas, same rate of testing for each 8", lift (measured loose).
- E. If compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until proper compaction is obtained at no additional expense to owner.

# 3.5 MAINTENANCE OF SUBGRADE

- A. Finished subgrades shall be verified to ensure proper elevation and conditions for construction above subgrade.
- B. Protect subgrade from excessive wheel loading during construction including concrete trucks and dump trucks.
- C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in a manner that will comply with compaction requirements by use of material equal to or better than best subgrade material on-site. Surface of subgrade after compaction shall be hard, uniform, smooth, stable, and true to grade and cross-section.

# 3.6 FINISH GRADING

- A. Finish grading shall be in accordance with Section 31 14 00 and as more specifically stated herein.
- B. Grading of paving areas shall be checked by string line from grade stakes (blue tops) set at not more than 501 centers. Tolerances of .10 feet, more or less, will be permitted. Contractor to provide engineering and field staking necessary for verification of lines, grades, and elevations.

#### **END OF SECTION #31 22 00**

### SECTION #31 23 00 - EXCAVATION, BACKFILLING AND COMPACTING FOR UTILITIES

### PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Excavating trenches for the installation of utilities
- B. Backfilling trench with bedding material as specified and indicated and finishing filling trench with suitable material to proposed subgrade.
- C. Compacting backfill materials in an acceptable manner
- D. Borings and casings under roads

### 1.2 RELATED SECTIONS

- A. Section 31 14 00 Earthwork
- B. Section 31 20 00 Aggregate Materials
- C. Section 33 39 00 Sewer Structures
- D. Section 33 11 00 Water Distribution Systems
- E. Section 33 41 00 Storm Sewer Systems
- F Section 33 31 00 Sanitary Sewer Systems
- G. Geotechnical report (if available) for boring locations and findings of subsurface materials and conditions
- H. Construction Drawings

### 1.3 REFERENCE STANDARDS

- A. American society for testing and materials (ASTM) Latest Edition
  - D 422 Method for Particle Size Analysis
  - D 698 Test for Moisture-Density Relations of Soils Using 5.5-lb. (2.5 Kg) Rammer and 12-inch (304.8mm) Drop (Standard Proctor)
  - D 1556 Test for Density of Soil in Place by the Sand Cone Method
  - D 1557 Test for Moisture-Density Relations of Soils Using 10-lb. (4.5 Kg) Rammer and 18-inch (457 mm) Drop (Modified Proctor)
  - D 1559 Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
  - D 2216 Laboratory Determination of Moisture Content of Soil
  - D 2487 Classification of Soils for Engineering Purposes
  - D 2922 Tests for Density of Soil and Soil-Aggregate in Place by Nuclear methods (Shallow Depth)
    - D 3017 Test for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
  - D 4318 Test for Plastic Limit, Liquid Limit, & Plasticity Index of Soils
  - C 25 Chemical Analysis of Limestone, Quicklime and Hydrated Lime.
  - C 110 Physical Testing for Quicklime and Hydrated Lime, Wet Sieve Method
  - C 618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
  - C 977 Quicklime and Hydrated Lime for Soil Stabilization
- American Association of State Highway and Transportation Officials (AASHTO) latest edition
   T88 Mechanical Analysis of Soils

# 1.4 QUALITY ASSURANCE

Independent testing laboratory selected and paid by owner, shall be retained to perform construction testing on backfilling operations as specified in Section 31 14 00 and as stated herein.

### 1.5 SUBMITTALS

- A. Shop Drawings or details pertaining to Site Utilities are not required unless required by regulatory authorities or unless use of materials, methods, equipment, or procedures are contrary to Drawings or these specifications are proposed. Do not perform work until required shop drawings have been accepted by Owner.
- B. The Contractor shall contact all utility companies and determine if additional easements will be required to complete the project. Contractor shall provide written confirmation of the status of <u>all</u> easements to the Owner's Construction Manager at the time of the preconstruction conference or no later than 90 days prior to the project possession date.
- C. Submit a sample of each type of offsite fill material that is to be used in backfilling in an air-tight, 10 lb container for the testing laboratory or submit a gradation and certification of the aggregate material that is to be used to the testing laboratory for review.

### 1.6 PROJECT RECORD DOCUMENTS

Accurately record actual locations of all subsurface utilities, structures and obstructions encountered.

### PART 2 PRODUCTS

### 2.1 MATERIALS

A. Bedding Material: Processed sand and gravel free from clay lumps, organic, or other deleterious material, and complying with following gradation requirements:

U. S. Sieve Size	Percent Passing (by weight)
1 Inch	100
3/4 Inch	90-100
3/8 Inch	20- 55
No. 4	0- 10
No. 8	0- 5

- B. Backfill material from site as specified in Section 31 14 00 and approved by the owner or owner's representative.
- C. Backfill material from offsite as specified in Section 31 14 00 and approved by the owner or owner's representative.
- D. Steel Casing Pipe: Comply with AWWA C-201 or C-202, minimum grade B, size and wall thickness as indicated on Drawings.
- E. Acceptable Stabilization Fabrics and Geogrids
  - 1. Mirafi 500X or 600X
  - 2. Phillips 66 Supac 6WS
  - 3. Dupont Typar 3401 and 3601
  - 4. Trevira S1114 and S1120
  - 5. Tensar SS-1 and SS-2
  - 6. Exxon GTF-200 or 350
- F. Filter/Drainage Fabrics
  - 1. Mirafi 140 NS
  - 2. Phillips 66 Supac 4NP
  - 3. Dupont Typar 3341

# PART 3 EXECUTION

# 3.1 PREPARATION

- A. Set all lines, elevations, and grades for utility and drainage system work and control system for duration of work, including careful maintenance of bench marks, property corners, monuments, or other reference points.
- B. Maintain in operating condition all existing utilities, active utilities and drainage systems encountered in utility installation. Repair any surface or subsurface improvements shown on Drawings.
- C. Verify location, size, elevation, and other pertinent data required to make connections to existing utilities and drainage systems as indicated on Drawings. Contractor shall comply with local codes and regulations.
- D. Over excavate and properly prepare areas of subgrade that are not capable of supporting the proposed systems. These areas shall be stabilized by using acceptable filter fabrics and/or additional bedding material placed and compacted as specified.
- E. Install dewatering systems that will be required to construct the proposed utilities in a manner that is described herein.

### 3.2 EXCAVATION

- A. The local utility companies shall be contacted before excavation shall begin. Dig trench at proper width and depth for laying pipe, conduit, or cable. Cut trench banks vertical if possible and remove stones from bottom of trench as necessary to avoid point-bearing. Over excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide suitable base for continuous and uniform bedding.
- B. All trench excavation side walls greater than 5 feet in depth shall be sloped, shored, sheeted, braced or otherwise supported by means of sufficient strength to protect the workmen within them in accordance with the applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances. Lateral travel distance to an exit ladder or steps shall not be greater than 25 feet in trenches 4 feet or deeper.
- C. Perform excavation as indicated for specified depths. During excavation, stockpile materials suitable for backfilling in orderly manner far enough from bank of trench to avoid overloading, slides, or cave-ins.
- D. Remove excavated materials not required or not suitable for backfill or embankments and waste as specified. Any structures discovered during excavation(s) shall be disposed of as specified.
- E. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required. Remove accumulated water in trenches or other excavations by pumping or other acceptable methods.
- F. Open cut excavation with trenching machine or backhoe. Where machines other than ladder or wheel-type trenching machines are used, do not use clods for backfill. Dispose of unsuitable material and provide other suitable material at no additional cost to Owner.
- G. Accurately grade trench bottom to provide uniform bearing and support for each section of pipe on bedding material at every point along entire length, except where necessary to excavate for bell holes, proper sealing of pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make joint connection properly.
- H. Trench width requirements below the top of the pipe shall not be less than 12" nor more than 18", wider than outside surface of any pipe or conduit that is to be installed to designated elevations and grades. All other trench width requirements for pipe, conduit, or cable shall be the least practical width that will allow for proper compaction of trench backfill.
- I. Trench depth requirements measured from finished grade or paved surface shall meet the following requirements or applicable codes and ordinances:
  - 1. Water Mains: 30" to top of pipe barrel or 6", below the frost line (established by the local building official), whichever is deeper.
  - 2. Sanitary Sewer: Elevations, and grades as indicated on Drawings.

- 3. Storm Sewer: Depths, elevations, and grades as shown on Drawings.
- 4. Electrical Conduits: 24" minimum to top of conduit or as required by NEC 300-5, NEC 710-36 codes, or the local utility company requirements, whichever is deeper.
- TV Conduits: 18" minimum to top of conduit or as required by the local utility company, whichever is deeper.
- 6. Telephone Conduits: 18" minimum to top of conduit, or as required by the local utility company, whichever is deeper.
- 7. Gas Mains and Service: 30" minimum to top of pipe, or as required by the local utility company, whichever is deeper.
- J. Provide sheeting and bracing, when necessary, in trenches and other excavations where protection of workmen required. Sheeting may be removed after sufficient backfilling to protect against damaging or injurious caving.

### 3.3 PIPE BEDDING

- A. Accurately cut trenches for pipe or conduit that is installed to designated elevations 4" below bottom of pipe and to width as specified. Place 40 of bedding material, compact in bottom of trench, and accurately shape to conform to lower portion of pipe barrel. After pipe installation, place backfill as specified and compact in maximum 8" layers measured loose to the top of the trench.
- B. Place geotextile fabric as specified on the plans and specifications.

### 3.4 BACKFILLING

- A. Criteria: Trenches shall not be backfilled until required tests are performed and the utility systems comply with and are accepted by applicable governing authorities. Backfill trenches as specified. If improperly backfilled, reopen to depth required to obtain proper compaction. Backfill and compact, as specified, to properly correct condition in an acceptable manner.
- B. Backfilling: After pipe or conduit has been installed, bedded, and tested as specified, backfill trench or structure excavation with specified material placed in 8" maximum loose lifts.
- C. Backfill trenches to the contours and elevations shown on the plans with unfrozen materials.
- Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

#### 3.5 COMPACTION

- A. Exercise proper caution when compacting immediately over top of pipes or conduits. water jetting or flooding is not permitted as a method of compaction.
- B. Maintain optimum moisture content of fill materials to attain required compaction density.
- C. An independent testing laboratory shall perform testing at intervals not exceeding 200' of trench for the first and every other eight-inch (8") lift of compacted trench backfill and furnish copies of test results as specified. Compact to minimum density of 95% of optimum density in accordance with ASTM D 699 or 92% of optimum density in accordance with ASTM D1557.
- D. All materials used for backfill shall comply with the requirements of Section 31 14 00.

### 3.6 BORINGS AND CASINGS UNDER ROADS, HIGHWAYS AND RAILROAD CROSSINGS

- A. When indicated by Drawings and specifications, all street, road, highway, or railroad crossings for utility mains installed by the jacking and boring method shall be in accordance with area specifications and governing authorities.
- B. Excavation of approach pits and trenches within right- of-way of street, road, highway, or railroad shall be of sufficient distance from paving or railroad tracks to permit traffic to pass without interference. Tamp backfill for approach pits and trenches within right of -way in layers not greater than 6", thick for entire length and depth of trench or pit. Compact backfill to 95% of

- maximum density obtained at optimum moisture as determined by AASHO T 180-57, Method A. Mechanical tampers may be used after cover of 6" has been obtained over top of barrel of pipe.
- C. Accomplish boring operation using commercial type boring rig and hole shall be bored to proper alignment and grade and within 2" of same diameter as largest outside joint diameter of pipe installed. Install pipe in hole immediately after bore has been made, and in no instance shall hole be left open while unattended.
- D. In event subsurface operations result in failure or damage to pavement within one year of construction, Contractor shall make necessary repairs to pavement at no additional cost to Owner. In event paving cracks on either side of pipe line or is otherwise disturbed or broken due to construction operations, Contractor shall repair or replace disturbed or broken area at no additional expense to the Owner.
- E. Clean and prime interior and exterior of casing pipe; and line with two coats of asphalt in accordance with area specifications and governing authorities.
- F. Butt weld steel casing welds shall be full penetration single butt-welds in accordance with AWWA C-205 and AWS D7-0-62.
- G. Install casing and utility pipe with end seals, vent pipe, and other special equipment in accordance with area specifications and governing authorities.

**END OF SECTION #31 23 00** 

### **SECTION #31 32 00 - SOIL STABILIZATION**

#### PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Lime Stabilized Subgrade
- B. Cement Stabilized Subgrade
- C. Fly Ash Stabilized Subgrade
- D. Geotextile Fabric Stabilized Subgrade

### 1.2 RELATED SECTIONS

- A. Section 31 14 00 Earthwork
- B. Section 31 22 00 Excavation, Backfill and Compacting for Pavement
- C. Section 31 20 00 Aggregate Materials
- D. Construction Drawings
- E. Geotechnical Report (if available) for boring locations and findings of subsurface materials and conditions.

### 1.3 REFERENCE STANDARDS

A. American Society for Testing Materials (ASTM) latest edition.

C 150- Portland Cement

C 618- Fly Ash for Soil Stabilization

C 977- Quicklime and Hydrated Lime for Soil Stabilization

D 1633- Test method for compressive strength of molded soil cement cylinders

- B. American Association of State Highway and Transportation 6fficials (AASHTO) latest edition.
  - M 216 Lime for Soil Stabilization
- C. National Lime Association (NLA)

Bulletin 326 - Lime Stabilization Construction Manual

### 1.4 ENVIRONMENTAL REQUIREMENTS

Do not install mixed materials in wind in excess of 10 mph or when temperature is below  $40^{\circ}$  F.

# 1.5 QUALITY ASSURANCE

Perform work in accordance with state and local standards in conjunction with requirements specified herein.

### 1.6 SUBMITTALS

- A. Submit a sample of each material to be used in a 10 pound air tight container to the testing laboratory.
- B. Submit the name of each materials supplier and specific type and source of each material. Any change in source throughout the job requires approval of the owner or engineer.
- C. Submit mix design and materials mix ratio that will achieve specified requirements for soil stabilization of state and local agencies.

### PART 2 PRODUCTS

# 2.1 MATERIALS

- A. Quicklime or Hydrated Lime
- B. Portland Cement
- C. Fly Ash
- D. Coarse Aggregate
- E. Fine Aggregate
- F. Subsoil: Existing Reused
- G. Geotextile Fabric for Stabilization
  - 1. Mirafi 500X or 600X
  - 2. Phillips 66 Supac 6WS
  - 3. Dupont Typar 3401 and 3601
  - 4. Trevira S1114 and S1120
  - 5. Tensar SS-1 and SS-2
  - 6. Exxon GTF-200 or 350

#### 2.2 EQUIPMENT

Perform operations using suitable, well maintained equipment capable of excavating subsoil, mixing and placing materials, wetting, consolidation and compaction of material.

### PART 3 EXECUTION

### 3.1 PREPARATION

- A. Obtain Engineers approval of the mix design before proceeding with the placement.
- B. Do not start stabilization without weather and soil conditions being favorable for the successful application of the proposed material.
- C. Proof roll subgrade to identify areas in need of stabilization.

### 3.2 EXCAVATION

- A. Excavate subsoil to a depth sufficient to accommodate soil stabilization.
- B. Remove lumped subsoil, boulders and rock that interferes with achieving uniform subsoil conditions.

# 3.3 SOIL TREATMENT AND BACKFILLING

- A. Lime Stabilized Subgrade: Where indicated on Drawings, treat prepared subgrade with hydrated lime in accordance with applicable state highway specification. Compact to not less than 98% of optimum density as determined by ASTM D 698.
- B. Cement Stabilized Subgrade: where indicated on Drawings, treat prepared subgrade with portland cement in accordance with applicable state highway specification. Compact to not less than 98% of optimum density as determined by ASTM D 698.
- C. Fly Ash Stabilized Subgrade: where indicated on Drawings, treat prepared subgrade with fly ash in accordance with applicable state highway specification. Compact to not less than 98% of optimum density as determined by ASTM D 698.
- D. Maintain optimum moisture of mix materials to attain required stabilization and compaction.
- E. Finish subgrade surface in accordance with Section 31 14 00.

### 3.4 GEOTEXTILE FABRIC

- A. Place fabric in those areas that are shown on the plans or in those areas that need additional stabilization prior to the placement of the base course.
- B. Place fabric specified in the plans and specifications in accordance with the manufacturers recommendations.

**END OF SECTION #31 32 00** 

#### SECTION #31 35 00 - SLOPE PROTECTION AND EROSION CONTROL

#### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Temporary and permanent erosion control systems.
- B. Slope Protection Systems.

### 1.2 RELATED SECTIONS

- A. Section 31 10 00 Site Preparation
- B. Section 31 14 00 Earthwork
- C. Erosion Control Plan
- D. Construction Drawings

### 1.3 ENVIRONMENTAL REQUIREMENTS

A. The contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the life of the contract.

### PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Quick growing grasses such as wheat, rye or oats.
- B. Hay or straw bales.
- C. Fencing for siltation control as specified on the plans.
- D. Curlex blankets by American Excelsior Company or approved equal.
- E. Bale stakes for each bale shall be a minimum of 4 feet in length and shall be either 2 #4 rebars, 2 steel pickets or 2-2"x2" hardwood stakes driven I'-6" to 2'-0" into ground.
- F. Temporary mulches such as loose hay, straw, netting, wood cellulose or agricultural silage.
- G. Fence stakes shall be metal stakes a minimum of 8 feet in length.
- H. RipRap (See Section 31 14 00)

# PART 3 EXECUTION

### 3.1 PREPARATION

- A. Review site erosion control plan.
- B. Deficiencies or changes in the erosion control plan as it is applied to current conditions will be brought to the attention of the Owner and the Engineer for remedial action.

### 3.2 EROSION CONTROL AND SLOPE PROTECTION IMPLEMENTATION

- A. Place erosion control systems in accordance with the erosion control plan.
- B. The Owner has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct the contractor to provide immediate permanent or temporary pollution control measures. The contractor will be required to incorporate all permanent erosion control features into the project at the earliest practical time to minimize

- the need for temporary controls. Cut slopes shall be permanently seeded and mulched as the excavation proceeds to the extent considered desirable and practical.
- C. The temporary erosion control systems installed by the contractor shall be maintained as directed by the Owner to control siltation at all times during the life of the -contract. The contractor must respond to any maintenance or additional work ordered by the Owner within a 48 hour period.
- D. Any additional material and work required and authorized by the Owner which is beyond the extent of the erosion control plan shall be paid for by the owner.
- E. Slopes that erode easily shall be temporary seeded as the work progresses with a wheat, rye or oats application.

# 3.3 STORM WATER POLLUTION PREVENTION PLAN (SWP3)

- A. Prepare and submit Notice of Intent (NOI) to Texas Commission of Environmental Quality (TCEQ).
- B. The general contractor shall prepare a SWP3 in accordance with all requirements of TXR 150000 and submit to the Architect for review and approval prior to commencing anywork.
- C. The general contractor shall implement the SWP3 through completion of the work.

END OF SECTION #31 35 00

### **SECTION #32 11 00 - PAVING BASE COURSE**

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Granular Base
- B. Caliche Base
- C. Full Depth Asphalt sage
- D. Hot-Mix Sand Asphalt Base
- E. Soil Cement Stabilized Base

#### 1.2 RELATED SECTIONS

- A. Section 31 10 00 Site Preparation
- B. Section 31 14 00 Earthwork
- C. Section 31 20 00 Aggregate Materials
- D. Section 31 32 00 Soil Stabilization
- E. Section 32 12 00 Asphaltic Concrete Paving
- F. Section 32 13 00 Portland Cement Concrete Paving
- G. Section 32 16 00 Curbs and Sidewalk
- H. Construction Drawings
- I. Geotechnical Report for each campus

### 1.3 REFERENCES

- A. ANSI/ASTM D698 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.
- B. ANSI/ASTM D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures using 10 lb (4.54 Kg) Rammer and I8 inch (457 mm) Drop.
- C. ASTM D2167 Test Method for Density and Unit Weight of Soil in-place by the Rubber Balloon Method.
- D. ASTM D1556 Test Method for Density of Soil in-place by the Sand-Cone Method.
- E ASTM D2922 Test Methods for Density of Soil and Soil- Aggregate in-place by Nuclear Methods (Shallow Depth), Method 8 (Direct Transmission).
- F. ASTM D3017 Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

#### PART 2 PRODUCTS

### 2.1 FILL MATERIALS

A. Submit materials certificate to on-site independent testing laboratory which is signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.

# PART 3 EXECUTION

# 3.1 EXAMINATION

Contractor shall verify that the subgrade has been inspected, tested and the gradients and elevations are correct, dry and properly prepared.

### 3.2 CONSTRUCTION

- A. Perform base course construction in a manner that will drain surface properly at all times and at the same time prevent runoff from adjacent areas from draining onto base course construction.
- B. Compact base material to not less than 98% of optimum density as determined by ASTM D 698 or 95% of optimum density, as determined by ASTM D 1557, unless otherwise indicated on the Drawings.
- C. Granular Base: Construct to thickness indicated on Drawings. Apply in lifts or layers not exceeding 8", measured loose. Use "Type A or D, Grade 1-2, or 3", as per TxDOT Spec. Item 247.
- D. Caliche Base; Construct to thickness indicated on Drawings. Use 'Type B, Grade1-2 or 3, treated with 2% cement, as per TXDOT Spec. Item 247. Approximately three (3) percent lime by weight may be incorporated into the Flexible Base in the field at the Owner/Engineer's direction and will be paid for at the amount bid.
  - The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.
  - For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.
- E. Asphalt Institute Type IV Mix for Full Depth Asphalt Base: Construct to thickness indicated on Drawings in lifts or layers not exceeding 3", measured loose.
- F. Asphalt Institute Type VI, VII, or VIII Mixes for Hot-mix Sand Asphalt Bases: Construct to thickness indicated on Drawings. Apply in lifts or layers not exceeding 3", measured loose.
- G. Soil Cement Stabilized Base: Construct to thickness and strength as indicated on Drawings and in accordance with applicable state highway specifications. If not indicated on the Drawings, the minimum compressive strength shall be 500 p.s.i., tested at 28 days.

### 3.3 FIELD QUALITY CONTROL

- A. An Independent Testing Laboratory, selected and paid by owner, shall be retained to perform construction testing of in-place base courses for compliance with requirements for thickness, compaction, density and tolerance. Paving base course tolerances shall be verified (by rod and level readings on not more than fifty-foot centers) to be not more than 0.05 feet above design elevation which will allow for paving thicknesses as shown in the Drawings. Contractor shall provide instruments and a suitable benchmark.
- B. The following tests shall be performed on each type of material used as base course material:
  - Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
  - 2. Mechanical Analysis: AASHTO T-88.
  - 3. Plasticity Index: ASTM D-4318.
  - Base material thickness: Perform one test for each 20,000 square feet of in-place base material area.
  - 5. Base material compaction: Perform one test in each lift for each 20,000 square feet of in-place base material area.
  - Test each source of base material for compliance with applicable state highway specifications.
- C. Field density tests for in-place materials shall be performed according to one of the following standards as part of construction testing requirements:
  - 1. Sand-Cone Method: AS7M D 1556.
  - 2. Balloon Method: ASTM D 2167.
  - 3. Nuclear Method: ASTM D 2922, Method B (Direct Transmission).
- D. Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data, and test results. The Owner, Engineer, and Contractor shall be provided with copies of reports within 96 hours of time test was performed. In event that any test performed fails to meet these Specifications, the Owner, Engineer and Contractor shall be notified <u>immediately</u> by Independent Testing Laboratory. The Owner reserves right to employ Independent Testing Laboratory and to direct any testing that is deemed by them to be necessary. Contractor shall provide free access to site for testing activities.

**END OF SECTION #32 11 00** 

### **SECTION #32 12 00 - ASPHALTIC CONCRETE PAVING**

#### PART 1 GENERAL

# 1.1 SECTION INCLUDES

A. Asphaltic concrete paving; surface course, binder course and base course.

### 1.2 RELATED SECTIONS

- A. Section 31 22 00 Excavation, Backfill and Compacting for Pavement
- B. Section 32 13 00 Paving and Surfacing
- C. Section 32 11 00 Paving Base Course
- D. Section 32 13 00- Portland Cement Concrete Paving
- E. Section 32 16 00 Curbs
- F. Section 32 17 23 Parking Lot and Roadway Marking
- G. Construction Drawings
- H. State Highway Department Standard Specifications
- I. Geotechnical Report for each campus

# 1.3 SUBMITTALS

- A. Design Mix: Before any asphaltic concrete paving is constructed, submit actual design mix to the Owner's Construction Department for review and/or approval. Design mix submittal shall follow the format as indicated in the Asphalt Institute Manual MS-2, Marshall Stability Method; and shall include the type/name of the mix, gradation analysis, grade of asphalt cement used, Marshall Stability (lbs.), flow, effective asphalt content (percent), and direct references to the applicable highway department specifications sections for each material. The design shall be for a mixture listed in the current edition of the applicable state roadway specifications. Mix designs over three (3) years old will not be accepted by the owner.
- B. Material Certificates: Submit materials certificate to on-site independent testing laboratory which is signed by material producer and Contractor, certifying that materials comply with, or exceed, the requirements herein.

# 1.4 JOB CONDITIONS

- A. Weather Limitations:
  - 1. Apply prime and tack coats when ambient temperature is above 40° F, and when temperature has been above 35° F for 12 hours immediately prior to application. Do not apply when base is wet, contains excess moisture, or during rain.
  - 2. Construct asphaltic concrete paving when atmospheric temperature is above 40° F.

# 1.5 REFERENCES

- A. MS-2-Mix design methods for asphaltic concrete and other hot mix types per The Asphalt Institute (AI)
- B. MS-3-Asphalt Plant Manual per The Asphalt Institute (AI)
- C. Hot Mix Asphalt Paving Handbook per US Army Corp of Engineers, UN-13 (CE MP-ET)
- D. MS-19-Basic Asphalt Emulsion Manual per The Asphalt Institute (AI)
- E. ASTM D946 Penetration Graded Asphalt Cement for use in Pavement Construction
- F. AASHTO M-226/ASTM D3381 Asphalt Cement

- G. AASHTO M-140/ASTM D997 or AASHTO M-208/ASTM D-2397 Tack Coat
- H. AASHTO M-117/ASTM D242 Mineral Filler
- I. AASHTO T-245/ASTM D1559 Marshall Mix Design

### PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Provide asphalt-aggregate mixture meeting TxDOT 2004 Standard Specification Item 340 for hot laid Type D (Fine Graded Surface Course). Use locally available materials and gradations which meet state highway specifications and exhibit satisfactory records of previous installations.
- B. Asphalt Cement: Comply with AASHTO M-226/ASTM D 3381; Table 2 AC-10, AC-20, or AC-30, viscosity grade, depending on local mean annual air temperature. (See chart below):

Temperature Condition	Asphalt Grades
Cold, mean annual air temperature	AC-10
at 7 degrees C (45 degrees F) or lower	85/100 pen.
Warm, mean annual air temperature	AC-20
between 7 degrees C (45 degrees F) and	60/70 pen.
24 degrees C (75 degrees F)	·
Hot, mean annual air temperature	AC-30
at 24 degrees C (75 degrees F) or higher	
Warm, mean annual air temperature between 7 degrees C (45 degrees F) and 24 degrees C (75 degrees F) Hot, mean annual air temperature	AC-20 60/70 pen.

- C. Prime Coat: A medium curing cut-back asphalt or an asphalt penetrating prime coat consisting of either MC- 30 or SS-1h.
- D. Tack Coat: Emulsified asphalt; AASHTO M-140/ASTM D 997 or AASHTO M 208/ASTM D 2397, SS-1h, CSS-1, or CSS-1h, diluted with one part water to one part emulsified asphalt.
- E. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with AASHTO M-17/ASTM D 242, if recommended by applicable state highway standards.
- F. Asphalt-Aggregate Mixture: Unless otherwise noted on the Drawings, the Design Mix shall have a minimum stability based on 50-blow Marshall complying with ASTM D 1559 of 1000 lb with a flow between 8 and 16.

The Design Mix shall be within sieve analysis and bitumen ranges below:

# SIEVE ANALYSIS OF MIX

Square Sieve	Total Percent Passing	Percent Tolerance
3/"	100	7%
1/2"	80 – 100%	5%
3/8"	65 - 93%	4%
#8	40 - 55%	4%
#50	12 - 27%	2%
#200	0 - 10%	0%

Percent bitumen by weight of total mix: 5.0 - 8.5.

Air voids: 5-9%.

Percent aggregate voids filled with asphalt cement: 70 - 82%. Allowable variance of percent bitumen by weight of total mix = 0.4

### 2.2 EQUIPMENT

Maintain equipment in satisfactory operating condition and correct breakdowns in a manner that will not delay or be detrimental to progress of paving operations.

# PART 3 EXECUTION

# 3.1 PREPARATION

- A. Remove loose material from compacted base material surface immediately before applying prime coat.
- B. Proof roll prepared base material surface to check for areas requiring additional compaction and areas requiring removal and recompaction.
- C. Do not begin paving work until deficient base material areas have been corrected and are ready to receive paving.

# 3.2 APPLICATIONS

## A. Prime Coat:

- Apply bituminous prime coat to all base material surfaces where asphaltic concrete paving will be constructed.
- 2. Apply bituminous prime coat in accordance with APWA Section 2204 and applicable state highway specifications.
- 3. Apply at minimum rate of 0.25 gallon per square yard over compacted base material. Apply to penetrate and seal, but not flood surface.
- 4. Make necessary precautions to protect adjacent areas from overspray.
- 5. Cure and dry as long as necessary to attain penetration of compacted base and evaporation of volatile substances.

# Tack Coat:

- Apply to contact surfaces of previously constructed asphaltic concrete base courses or portland cement concrete and surfaces abutting or projecting into asphaltic concrete or into asphaltic concrete pavement.
- Apply tack coat to asphaltic concrete base course or sand asphalt base course. Apply
  emulsified asphalt tack coat between each lift or layer of full depth asphaltic concrete and
  sand asphalt bases and on surface of all such bases where asphaltic concrete paving will
  be constructed.
- 3. Apply emulsified asphalt tack coat in accordance with APWA Section 2204 and applicable state highway specifications.
- 4. Apply at minimum rate of 0.05 gallon per square yard of surface.
- 5. Allow to dry until at proper condition to receive paving.

# 3.3 ASPHALTIC CONCRETE PLACEMENT

- A. Place asphaltic concrete mixture on completed compacted subgrade surface, spread, and strike off. Spread mixture at following minimum temperatures:
  - 1. When ambient temperature is between 40° F and 50° F, mixture temp. = 285° F
  - 2. When ambient temperature is between  $50^{\circ}$  F and  $60^{\circ}$  F, mixture temp. =  $280^{\circ}$  F
  - 3. When ambient temperature is higher than  $60^{\circ}$  F, mixture temp. =  $275^{\circ}$  F
- B. Whenever possible, all pavement shall be spread by a finishing machine; however, inaccessible or irregular areas may be placed by hand methods. The hot mixture shall be spread uniformly to the required depth with hot shovels and rakes. After spreading, the hot mixture shall be carefully smoothed to remove all segregated course aggregate and rake marks. Rakes and lutes used for hand spreading shall be of the type designed for use on asphalt mixtures. Loads shall not be

- dumped faster that they can be properly spread. workers shall-not stand on the loose mixture while spreading.
- C. Paving Machine Placement: Apply successive lifts of asphaltic concrete in transverse directions with the surface course placed in the direction of surface-water flow. Place in typical strips not less than 10'- 0" wide.
- D. Joints: Make joints between old and new pavements, or between successive days and work in a manner that will provide a continuous bond between adjoining work. Construction joints shall have same texture, density, and smoothness as other sections of asphaltic concrete course. Clean contact surfaces of all joints and apply tack coat.

# 3.4 ROLLING AND COMPACTION

- A. The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it will bear the weight of the rollers without undue displacement. The number, weight, and types of rollers and sequences of rolling operations shall be such that the required density and surface are consistently attained while the mixture is in a workable condition
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot asphaltic concrete. Compact by rolling to maximum surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

# 3.5 FIELD QUALITY CONTROL

- A. Independent Testing Laboratory, selected and paid by Owner, shall be retained to perform construction testing of in-place asphaltic concrete courses for compliance with requirements for thickness, compaction and surface smoothness. Asphaltic surface and base courses shall be randomly cored at a minimum rate of one core for every 20,000 square feet of paving. However, no less than three cores in light duty areas and three cores in heavy duty areas shall be obtained. Coring holes shall be immediately filled with full-depth asphalt or with concrete. Asphaltic Concrete pavement samples shall be tested for conformance with the mix design.
- B. Grade Control: Establish and maintain required lines and elevations.
- C. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings. Areas of deficient paving thickness shall receive a tack coat and a minimum ill overlay; or shall be removed and replaced to the proper thickness, at the discretion of the Owner; until specified thickness of the course is met or exceeded at no additional expense to the Owner.
- D. Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The results of these tests hall be made available to the owner upon request. Surfaces will not be acceptable if the following 10' straightedge tolerances for smoothness are exceeded.

Base Course Surface: 1/4"

Wearing Course Surface: 3/16"

- E. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable paving as directed by Owner.
- F. Compaction: Field density test for in place materials shall be performed by examination of field cores in accordance with one of the following standards:
  - 1. Bulk specific gravity of paraffin-coated specimens: ASTM D-1188.
  - 2. Bulk specific gravity using saturated surface-dry specimens: ASTM D-2726.

Rate of testing shall be one core per 20,000 square feet of pavement, with a minimum of 3 cores from heavy- duty areas and 3 cores from standard-duty areas. Cores shall be cut from areas representative of the project.

Areas of insufficient compaction shall be delineated, removed, and replaced in compliance with the specifications at no expense to the Owner.

**END OF SECTION #32 12 00** 

# **SECTION #32 13 00 - PORTLAND CEMENT CONCRETE**

# PART 1 GENERAL

# 1.1 SECTION INCLUDES

A. Concrete, integral curbs, median barriers, parking areas and roads.

# 1.2 RELATED SECTIONS

- A. Section 31 10 00 Site Preparation.
- B. Section 31 20 00 Aggregate Material.
- C. Section 32 11 00- Paving Base Course.
- E. Section 32 16 00 Curbs and Sidewalk.
- F State Highway Department Standard Specifications.
- G Construction Drawings.
- H. Geotechnical Report for each campus

# 1.3 REFERENCES

- A. ACI 301 Specifications for Structural Concrete for Buildings.
- B. ACI 304 Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- C. ANSI/ASTM A185 Welded Steel Wire Fabric for Concrete Reinforcement.
- D. ANSI/ASTM A497 Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- E. ANSI/ASTM D1751 Preformed Expansion Joint Fillers for Concrete Paving and Structural construction.
- F. ANSI/ASTM D1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- G. ASTM A615 Deformed and Plain Billet-Steel for Concrete Reinforcement.
- H. ASTM C33 Concrete Aggregates.
- I. ASTM C94 Ready Mix Concrete.
- J. AS7M C150 Portland Cement
- K. ASTM C260 Air-Entraining Admixtures for Concrete.
- L. ASTM C309 Liquid Membrane-Forming Compounds for Curing Concrete.
- M. ASTM C494 Chemical Admixtures for Concrete.
- N. FS TT-C-800 Curing Compound, Concrete, for New and Existing Surfaces.

# 1.4 PERFORMANCE REQUIREMENTS

A. Contractor shall maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

# PART 2 PRODUCTS

# 2.1 MATERIALS

- A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with non-staining type coating that will not discolor or deface surface of concrete.
- B. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A 185. Furnish in flat sheets, not rolls, unless otherwise acceptable to Owner.
- C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 40.

- D. Concrete Materials: Comply with requirements applicable for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- E. Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751 FS HH-F-341, Type II, Class A; or AASHTO M 153, Type I.
- F. Joint Sealants: Non-priming, pourable, self-leveling polyurethane. Acceptable sealants are Sonneborn "Sonolastic Paving Joint Sealant, Sonneborn "Sonomeric CT 1 Sealant", Sonneborn "Sonomeric CT 2 Sealant", Mameco "Vulken 4511, or Woodmont Products "Chem-Caulk".

# 2.2 MIX DESIGN AND TESTING

- A. Concrete mix design and testing shall comply with requirements.
- B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce the following properties:
  - 1. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on the Drawings.

# PART 3 EXECUTION

# 3.1 PREPARATION

- A. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.
- B. Surface Preparation: Remove loose material from compacted base material surface to produce a firm, smooth surface immediately before placing concrete.

# 3.2 INSTALLATION

- A. Form Construction
  - 1. Set forms to required grades and lines, rigidly braced and secured.
  - 2. Install sufficient quantity of for-ms to allow continuance of work and so that forms remain in place a minimum of 24 hours after concrete placement.
  - 3. Check completed formwork for grade and alignment to following tolerances:
    - Top of forms not more than 1/8" in 10'-0".
    - Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
  - 4. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.
- B. Reinforcement: Locate, place and support reinforcement.
- C. Concrete Placement
  - 1. Comply with applicable requirements.
  - Do not place concrete until base material and forms have been checked for line and grade. Moisten
    base material if required to provide uniform dampened condition at time concrete is placed.
    Concrete shall not be placed around manholes or other structures until they are at the required
    finish elevation and alignment.
  - 3. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
  - 4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place construction joint
- D. Joint Construction: Construct expansion, weakened-plane Control (contraction), and construction joints straight with face perpendicular to concrete surface. Construct transverse joints perpendicular to centerline, unless otherwise detailed.

- 1. Weakened-Plane Control (Contraction) Joints: Provide joints at a spacing of 15'-0" o.c. maximum each way. Construct control joints for depth equal to at least 1/4 concrete thickness, as follows:
  - a. Form tooled joints in fresh concrete by grooving top portion with recommended tool and finishing edges with jointer.
  - b. Form sawed joints using powered saws equipped with shatterproof abrasive or diamondrimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.
- 2. Construction Joints: Place concrete joints at end of placements and at locations where placement operations are stopped for period of more than 1/2 hour, except where such placements terminate at expansion joints. Construct joints using standard metal keyway-section forms.
- 3. Expansion Joints: Locate expansion joints at 180'-0" o.c. maximum each way. Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.
- E. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than ill below finished surface where joint sealer is indicated. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.
- F. Joint Sealants: All joints shall be sealed with approved exterior pavement joint sealants and shall be installed per manufacturer's recommendations.

# 3.3 CONCRETE FINISHING

- A. After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.
- B. Work edges of slabs, gutters, back top edge of integral curb, and formed joints with an edging tool, and round to ½" radius. Eliminate tool marks on concrete surface. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
  - 1. Inclined Slab Surfaces: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.
  - 2. Paving: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.
- C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed.
- D. Protect and cure finished concrete paving using acceptable <u>moist-curing</u> methods, more particularly described in the "water-curing" section of ACI 308-81.

# 3.4 CLEANING AND ADJUSTING

- A. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.
- B. Protect concrete from damage until acceptance of work. 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.

# 3.5 FIELD QUALITY CONTROL

An independent testing laboratory shall randomly core the pavement at a minimum rate of one core per 20,000 square feet of pavement, with a minimum of 3 cores from heavy-duty areas and 3 cores from standard duty areas. Core shall be tested for thickness and quality of aggregate distribution. Core holes

shall be patched immediately with portland cement concrete conforming to section 2.02 and shall be finished to provide a level surface conforming to section 3.03~A~&~3.03~B.

**END OF SECTION #32 13 00** 

# SECTION #32 16 00 - CURB AND SIDEWALKS

# **PARTI GENERAL**

# 1.1 SECTION INCLUDES

- Combination concrete curb and gutter
- B. Concrete Curb
- C. Concrete Flume
- D. Concrete Sidewalk

# 1.2 RELATED SECTIONS

- A. Section 31 10 00 Site Preparation.
- B. Section 31 20 00 Aggregate Material.
- C. Section 32 11 00 Paving Base Course
- D. State Highway Department Standard Specifications.
- E. Construction Drawings.

# 1.3 REFERENCES

- A. ACI 304 Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- B. ANSI/ASTM D1751 Preformed Expansion Joint Fillers for Concrete Paving and Structural construction.
- C. ANSI/ASTM D1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- D. AS774 C33 Concrete Aggregates.
- E. ASTM C94 Ready Mix Concrete.
- F. AS7M C150 Portland Cement
- G. AS7M C260 Air-Entraining Admixtures for Concrete.
- H. ASTM C309 Liquid Membrane-Forming Compounds for Curing Concrete.
- I. AS7M C494 Chemical Admixtures for Concrete.
- J. FS TT-C-800 Curing Compound, Concrete, for New and Existing Surfaces.

# 1.4 PERFORMANCE REQUIREMENTS

A. Contractor shall maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

# PART 2 PRODUCTS

# 2.1 MATERIALS

A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. The forms shall be of a depth equal to the depth of curbing or sidewalk, and so designed as to permit secure fastening together at the tops. Coat forms with non-staining type coating that will not discolor or deface surface of concrete.

- B. Concrete Materials: Comply with requirements for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- C. Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751 FS HH-F-341, Type II, Class A; or AASHTO M 153, Type I.
- D. Joint Sealers: Non-priming, pourable, self -leveling polyurethane. Acceptable sealants are Sonneborn "Sonolastic Paving Joint Sealant" Sonneborn "Sonomeric CT 1 Sealant", Sonneborn "Sonomeric CT 2 Sealant", Mameco "Vulken 4511, or Woodmont Products 'Chem-Caulk".

# 2.2 MIX DESIGN AND TESTING

- A. Concrete mix design and testing shall comply with requirements.
- B. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce the following properties:
  - Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on the Drawings.
  - 2. Slump Range: 2"-5" at time of placement.
  - 3. Air Entrainment: 5% to 8%.

# PART 3 EXECUTION

# 3.1 PREPARATION

- A. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after any unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.
- B. Surface Preparation: Remove loose material from compacted base material surface to produce a firm, smooth surface immediately before placing concrete.

# 3.2 INSTALLATION

- A. Form Construction
  - 1. Set forms to required grades and lines, rigidly braced and secured.
  - 2. Install sufficient quantity of forms to allow continuance of work and so that forms remain in place a minimum of 24 hours after concrete placement.
  - 3. Check completed formwork for grade and alignment to following tolerances:

Top of forms not more than 1/8" in 10' - 0".

Vertical face on longitudinal axis, not more than 1/4" in 10'-0".

4. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

# B. Concrete Placement

- Comply with applicable requirements .
- Do not place concrete until base material and forms have been checked for line and grade.
   Moisten base material if required to provide uniform dampened condition at time concrete
   is placed. Concrete shall not be placed around manholes or other structures until they are
   at the required finish elevation and alignment.
- 3. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of dowels, and joint devices.
- 4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hours, place construction joint. Automatic machine may be used for curb and gutter placement at Contractor's option. machine placement must produce curbs and gutters to required cross section, lines, grades, finish,

and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

# C. Joint Construction

- 1. Contraction Joints: Concrete curb, concrete gutter or concrete curb and gutter, where specified on the plans, shall be constructed in uniform sections of the length specified on the plans. The joints between sections shall be formed either by steel templates 1/8 inch in thickness, of a length equal to the width of the gutter and/or curb, and with a depth which will penetrate at least 2 inches below the surface of the curb and/or gutter; or with 3/4-inch thick preformed expansion joint filler cut to the exact cross section of the curb and/or gutter; or by sawing to a depth of at least 2 inches while the concrete is between 4 to 24 hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.
- 2. Longitudinal Construction Joints: Concrete curb, concrete gutter or combination concrete curb and gutter, where specified on the plans, shall be tied to concrete pavement with 1/2 inch round deformed reinforcement bars of the length and spacing shown on the plans.
- Transverse Expansion Joints: Transverse expansion joint in curb, curb and gutter, gutter
  or sidewalk shall have the filler cut to the exact cross section of the curb, curb and gutter,
  gutter or sidewalk. The joints shall be similar to the type of expansion joint used in the
  adjacent pavement.
- D. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than ½" or more than 1" below finished surface where joint sealer is indicated. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible where more than one length is required, lace or clip joint filler sections together.
- E. Joint Sealants: All joints shall be sealed with approved exterior pavement joint sealants and shall be installed per manufacturer's recommendations.

# 3.3 CONCRETE FINISHING

- A. After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.
- B. Work edges of sidewalks, gutters, back top edge of integral curb, and formed joints with an edging tool, and round to 1/21, radius. Eliminate tool marks on concrete surface. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
  - Inclined Slab Surfaces: Provide coarse, non-slip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.
  - Curbs, gutters, and walks: Broom finish by drawing fine-hair broom across surface perpendicular to line of traffic. Repeat operation as necessary to produce a fine line texture.
- C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed.
- D. Protect and cure finished concrete paving using acceptable <u>moist-curing</u> methods, more particularly described in the "water-curing" section of ACI 308-81.

# 3.4 BACKFILL

After the concrete has set sufficiently, the spaces in front and back of the curb and gutter or sidewalk shall be refilled to the required elevation with suitable material which shall be compacted until firm and solid and neatly graded.

# 3.5 CLEANING AND ADJUSTING

- A. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.
- B. Protect concrete from damage until acceptance of work. 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.

**END OF SECTION #32 16 00** 

# **SECTION #32 17 23 - PAVEMENT MARKINGS**

# PART 1 GENERAL

# 1.1 SECTION INCLUDES

- A. Painted pavement marking.
- B. Painted curbs, guard posts and light pole bases.

# 1.2 RELATED SECTIONS

- A. Section 31 14 00 Earthwork
- B. Section 32 11 00 Paving Base Course
- C. Section 32 12 00- Asphaltic Concrete Paving
- D. Section 32 13 00 Portland Cement Concrete Paving
- E. Construction Drawings

# 1.3 PROJECT CONDITIONS

A. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize flagmen, barricades, warning signs and warning lights as required.

# PART 2 PRODUCTS

# 2.1 MATERIALS

A. The paint shall be a non-bleeding, quick-drying, alkyd petroleum base paint suitable for traffic-bearing surface and shall meet FS 7TP-85E and mixed in accordance with manufacture's instructions before application.

# PART 3 EXECUTION

# 3.1 PREPARATION

- A. Sweep and clean surface to eliminate loose material and dust.
- B. Where existing pavement markings are indicated on the drawings to be removed or would interfere with the adhesion of new paint, a motorized abrasive device shall be used to remove the markings. The equipment employed shall not damage the existing paving or create a surface hazardous to vehicle or pedestrian traffic. In all areas within public rights-of-way, the method of marking removal shall be approved by governing authority.

# 3.2 APPLICATION

- A. Apply two (2) coats of paint at manufacturer recommended rate without the addition of thinner, with a maximum of 100 square feet per gallon. Apply with mechanical equipment to produce uniform straight edges. At sidewalk curbs and crosswalks, use a straightedge to ensure a uniform, clean, and straight stripe.
- B. The following items shall be painted with the colors noted below:
  - 1. Pedestrian Crosswalks: Yellow
  - 2. Exterior Sidewalk Curbs, Light Pole Bases and Guardposts: Yellow
  - 3. Fire Lanes: Red or per local code
  - 4. Lane Striping where separating traffic in opposite directions: Yellow
  - 5. Lane Striping where separating traffic in the same direction: White
  - 6. Handicap Symbols: per local code
  - 7. Parking Stall Striping: plans Yellow, unless otherwise noted

# **END OF SECTION #32 17 23**

# **SECTION 321800**

# WORLD CLASS ATHLETIC SURFACE COATING SYSTEM FOR CONCRETE TENNIS COURT

# PART 1 - SCOPE

This specification pertain to World Class Athletic Surfaces Coating System for a concrete tennis court.

# PART 2 - WORLD CLASS COLOR COATING SYSTEM

# 2.1 – Materials

- 2.1a World Class Acrylic Resurfaces
- 2.1b World Class Color Concentrate
- 2.1c World Class Line Paint Acrylic Marking Paint
- 2.1d Water Clean and Fresh
- 2.1e San 50-70 Mesh (Silica sand)

# PART 3 - CONSTRUCTION

# 3.1 - Surface Preparation

The surface to be coated must be sound, free from dirt, dust and other foreign matter. Prior to the application of the athletic surface depressions greater than ½" deep must be patched and leveled into tolerance. All cracks must be filled and leveled.

# 3.2 - Leveling Course

In order to provide a tight, blemish free surface for the World Class Color Coating System, one or two applications of Acrylic Resurfacer shall be applied to the entire surface at a rate of .04-.06 gallons per square yard per coat.

World Class acrylic Resurfacer is to be mixed as follows:

World Class Acrylic Resurfacer 20 gallons

Silica Sand (50-70 mesh) 150 lbs. – 200 lbs.

Water 12 gallons

# 3.3 - Filler Coats

World Class Color Concentrate shall be applied to the properly thoroughly dry. World Class Concentrate shall be mixed with sand and water as follows:

World Class Acrylic Concentrate 27 gallons Water 15 gallons Sand (50-70 mesh) 200 lbs.

The filler coat shall be free of ridges and squeegee marks.

3.4 – Playing Lines – World Class Textured Line Paint shall be applied as per United States Tennis Association regulations for both singles and doubles play when the final coat is thoroughly dry. Apply two coats.

# PART 4 – LIMITATIONS

Application temperature shall be minimum of 50° F, and surface temperature not above 130° F. Do not apply when surface is wet or if rain is imminent or forecast. Keep from freezing. Do not store in direct sunlight.

# **END OF SECTION 321800**

# SOUTH TEXAS ISD NEW SPORT FIELDS AT EDINBURG

WORLD SCHOLARS EDINBURG

# PROJECT SITE "A"

# ARCHITECTS

# GOMEZ MENDEZ SAENZ, INC.

1150 PAREDES LINE RD. BROWNSVILLE, TX. 78521 PH. (956) 546-0110 FAX. (956) 546-0196

# CIVIL ENGINEERS

# MELDEN & HUNT ENGINEERING

115 W. MCINTYRE STREET · EDINBURG, TEXAS 78541 P: 956.381.0981 · M: 956.330.2433

# LANDSCAPE

# SSP LANDSCAPE DESIGN

789 EAST WASHINGTON BROWNSVILLE, TEXAS 78520 (956) 547-9788 FAX: (956) 547-9977

# MECHANICAL ENGINEERS

# ETHOS ENGINEERING - M.E.P.

1126 S. Commerce St. HARLINGEN, TEXAS 78550 (956) 230-3435 FAX: (956) 720-0830

# Planet Fitness Planet Fitness Planet Fitness Planet Fitness Planet Fitness South Texas ISD World Scholars World Scholars South Texas ISD World Scholars We gateway to the World South Texas ISD Preparatory Academy Preparatory Academy We sprague St. W. Sprague St. Sprague S

510 SUGAR RD EDINBURG TEXAS 78539
WORLD SCHOLARS EDINBURG
SITE "A"

# DRAWING INDEX

# SITE "A" WORLD SCHOLARS EDINBURG

# CIVII

C1 EXISTING SITE PLAN
C2 PROPOSED SITE PLAN
C3 DRAINAGE AND GRADING
C4 EROSION CONTROL
C5 DETAILS

# LANDSCAF

L1.01 IRRIGATION PLAN (1 OF 2)
L1.02 IRRIGATION PLAN (2 OF 2)
L1.03 IRRIGATION DETAILS
L2.01 LANDSCAPE PLAN (1 OF 2)
L2.02 LANDSCAPE PLAN (2 OF 2)
L3.01 LANDSCAPE DETAILS AND SCHEDULES

# ARCHITECTURAL

AD1.00 DEMOLITION SITE PLAN
A1.00 SITE PLAN
A1.01 CONSTRUCTION PHASING PLAN
A1.02 400 METER TRACK PLAN
A1.03 SOCCER FIELD LAYOUT
A1.04 FOOTBALL FIELD LAYOUT
A1.05 TENNIS COURT LAYOUT
A1.06 BASEBALL FIELD LAYOUT

# MEP

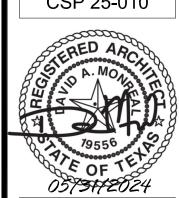
# ELECTRICAL

AE1.01 WORLD SCHOLARS ELECTRICAL SITE PLAN
AE2.01 LUMINAIRE SCHEDULE, ELECTRICAL LEGEND & ABBREVIATIONS
AE3.01 ELECTRICAL RISER DIAGRAM & PANELBOARD SCHEDULES
AE4.01 SPORTS LIGHTING SCHEDULES & DETAILS
AE5.01 ELECTRICAL DETAILS

SOUTH TEXAS ISD

NEW SPORT FIELDS AT EDINBURG CAMI

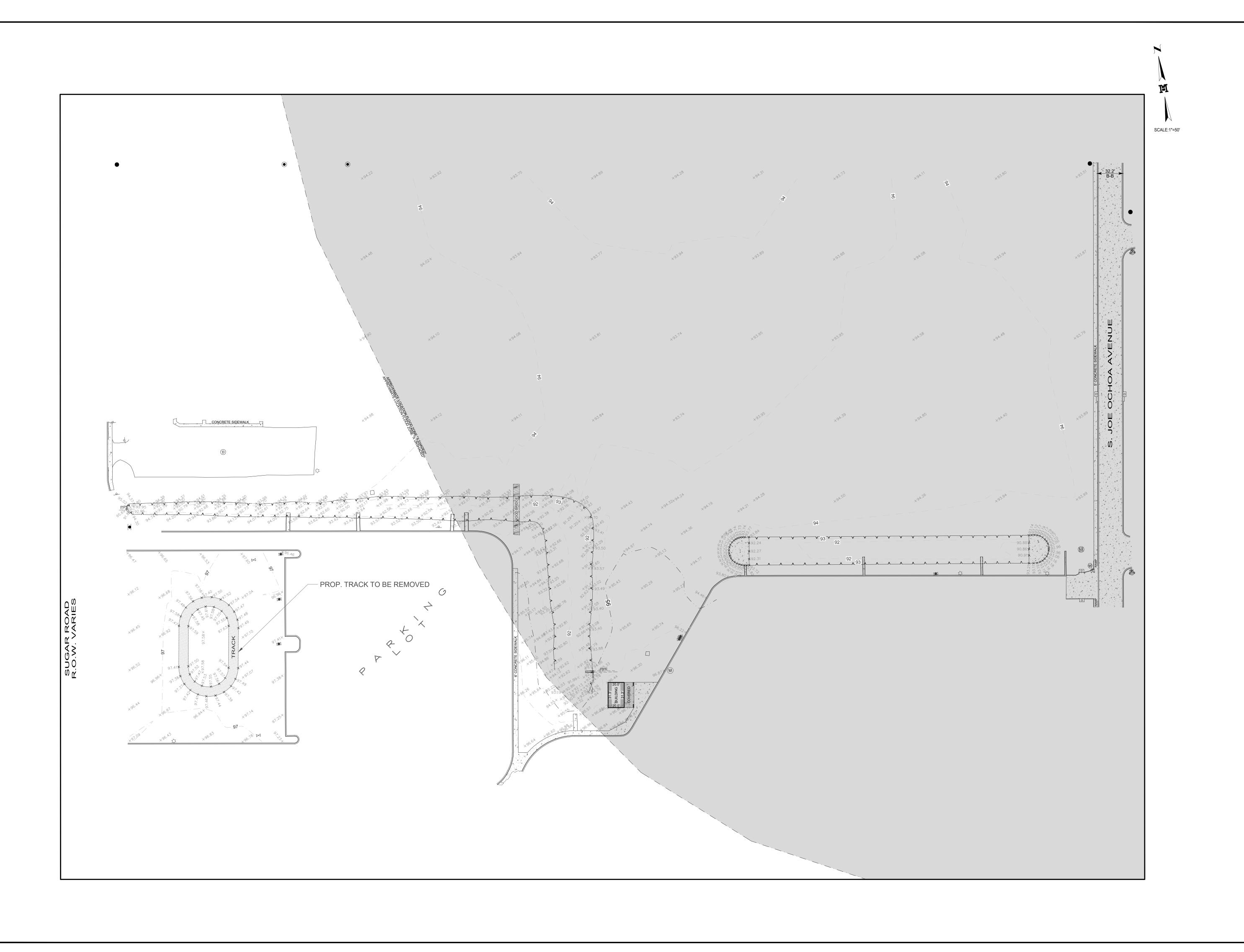
WORLD SCHOLARS EDINBURG CSP 25-010



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March, 2024
Scale:
As Note
Project Architect:
David Monreal, Al
Drawn By:

STISD SPORTS FIELD:
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EDINBURG CSP 25-010



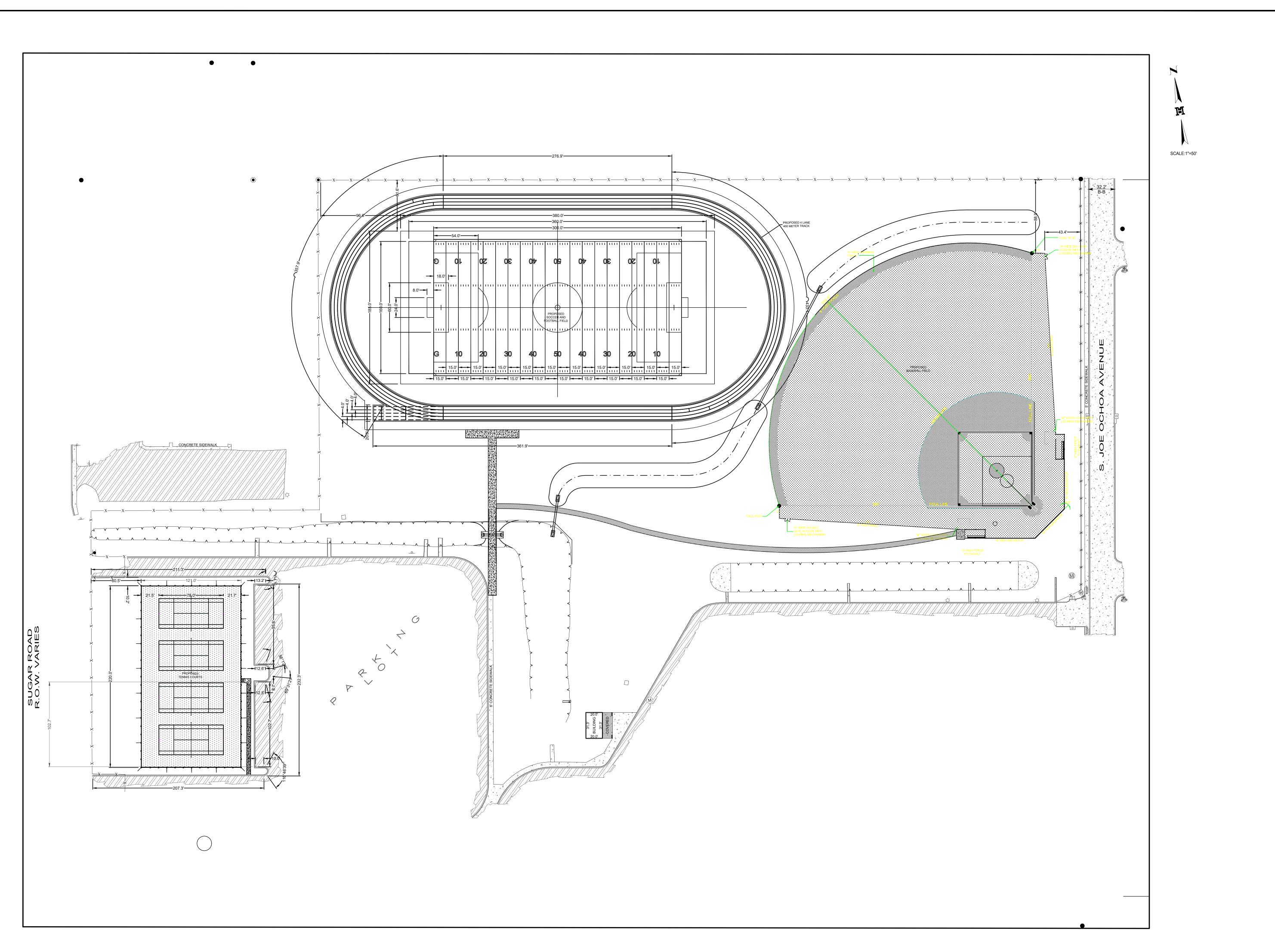
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**EXISTING CONDITIONS** C1



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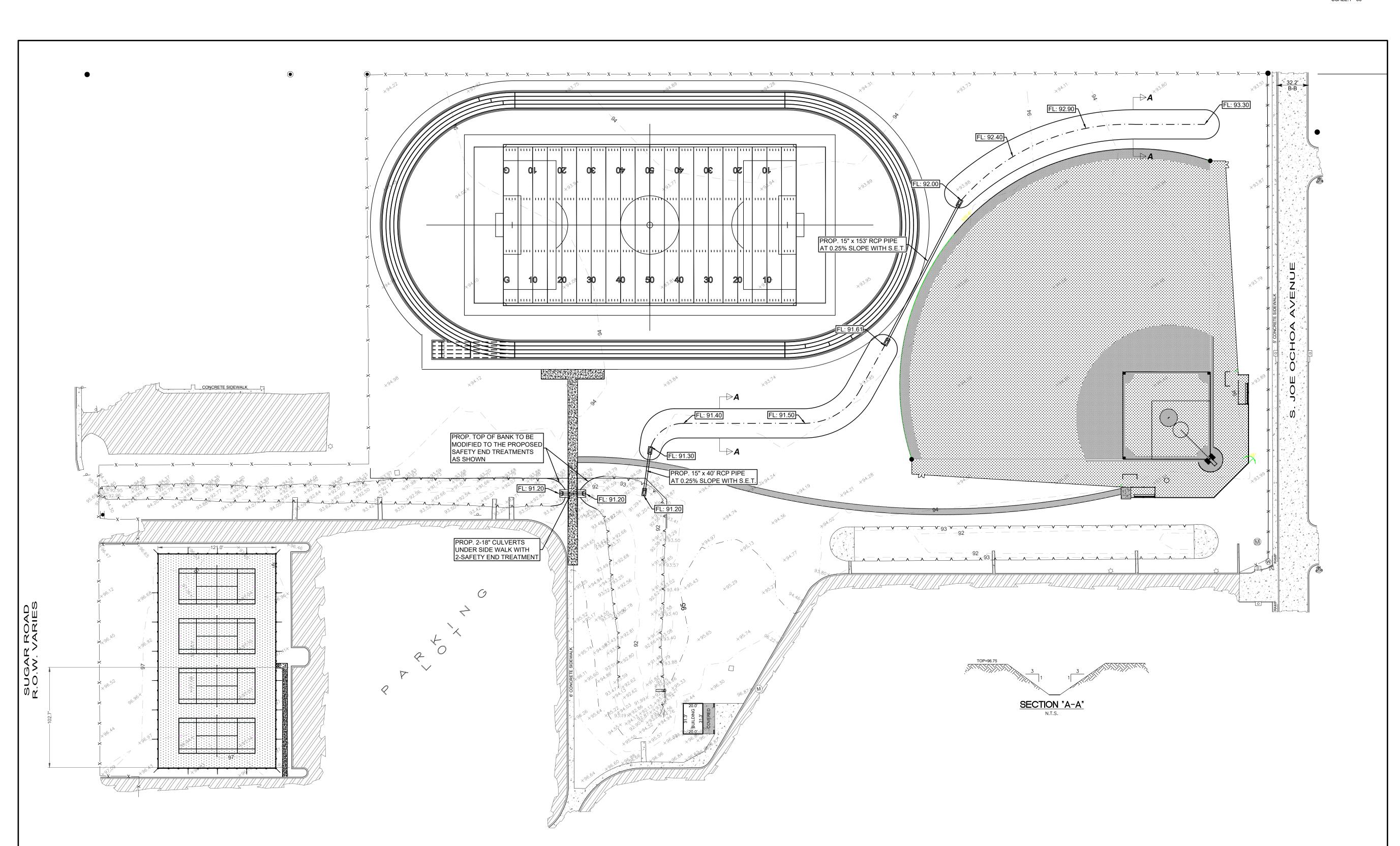
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DRAINAGE AND GRADING



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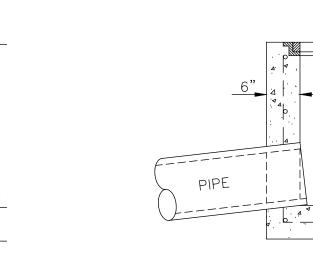
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EROSION CONTROL

PIPE

ALL STEEL TO BE No. 4 BARS @ 12" SPACING IN BOTH DIRECTIONS INLET GRATE and FRAME TO BE "ALAMO" PATTERN 847-02 CLEAR OPEINING LENGTH OF FRAME - 29 1/4" CLEAR OPENING WIDTH OF FRAME - 17"

TOTAL WEIGHT FRAME AND GRATE - 240 lbs.



SECTION "A-A"

SECTION "B-B"

STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE

MANHOLE RING & COVER TO BE "WESTERN IRON

ALL JOINTS SHALL HAVE "O" RING COMPRESSION JOINT

CEMENT GROUT

No. 5 REBAR, 12" O.C.

BOTH WAYS

WORKS" OLD STYLE SAN ANTONIO 9 OR EQUAL. MANHOLE RING & COVER SHALL BE MACHINED

TO INSURE PROPER FIT.

ECCENTRIC OR <

VARIES

Larger Than 36" . . . . As Specified

Largest Pipe Dia. Precast M.H. Dia.

27"-36" . . . . . . . 60"

SECTION

PRE-CAST SECTION

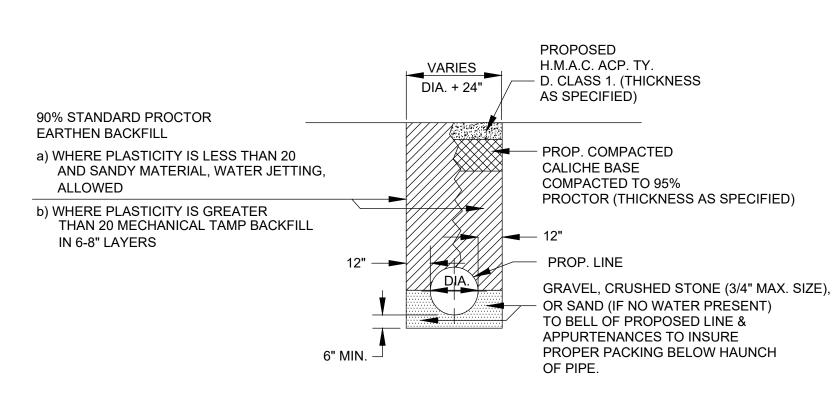
CONCENTRIC CONE

# FIELD DRAINAGE NOTES

- 1. AFTER EXCAVATION OF EXISTING SOIL TO THE PROPER ELEVATIONS REQUIRED THE NEW SUBGRADE WILL BE SHAPED AND COMPACTED TO DESIGNED DENSITY WITH A 0.5% SLOPE TO ALLOW FOR DRAINAGE.
- 2. A NEW CONCRETE CURB AND NAILER WILL BE INSTALLED AROUND THE PERIMETER TO PROVIDE A SECURE EDGE FOR FASTENING THE SYNTHETIC TURF. IN ALL CASES THE NAILER AND STONE ARE AT THE SAME ELEVATION.
- 3. A GEOTEXTILE FABRIC WILL BE PLACED OVER THE SUBGRADE, AND COMPOSITE DRAINS WILL BE INSTALLED AT 30 FEET ON CENTER AT A 45 DEGREE ANGLE TO THE FIELD. REFER TO THE FIELD DRAINAGE PLAN. (HERRINGBONE DESIGN) 4. THE COMPOSITE DRAINS WILL DRAIN TO AN 8" (MIN) PERIMETER COLLECTOR
- 5. FREE DRAINING AGGREGATE SHALL BE PLACED OVER THE COMPOSITE DRAINS AND THE PERIMETER COLLECTORS AND FINE GRADED FOR A FIELD WITH

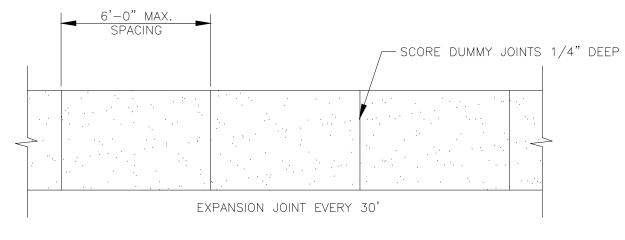
WHICH WILL BE CONNECTED TO THE EXISTING DRAINAGE SYSTEM.

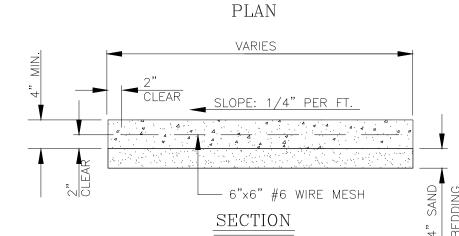
6. ALL PIPE SIZING SHALL BE COMPLETED BY A QUALIFIED CIVIL ENGINEER.



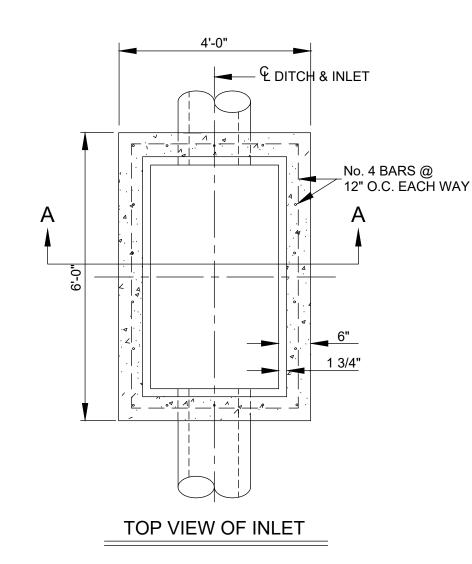
PIPE BEDDING DETAILS

# TYPE "B" INLET



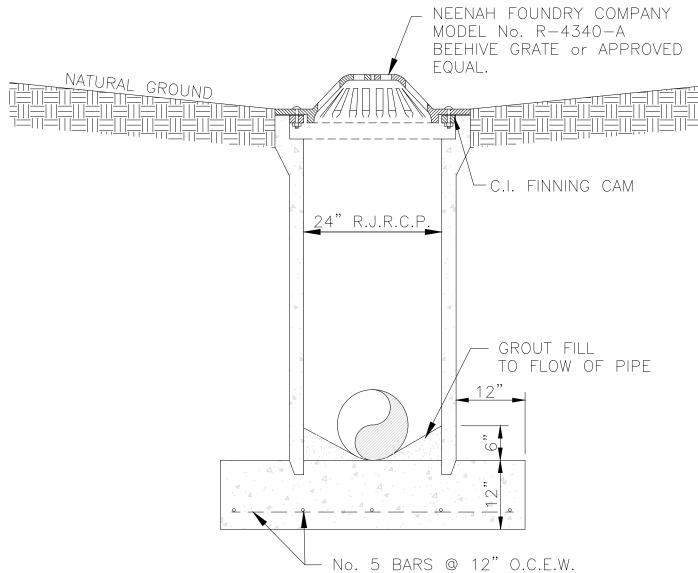


# SIDEWALK DETAILS



OPTION: (SEE SPECIFICATIONS) WELD TO TOP OF GRATE 1 5/8 x 3 7/16 x 10 GUAGE CARBON STEEL REGULAR MESH — **EXPANDED METAL** ⊢ALL WELDS 1/4"X 3" No. 4 BARS, 12" O.C. TOP VIEW OF GRATE 1/2" PAT 3" ਨੈ SECTION "A-A" SECTION "B-B"

> TYPE "C-C" GRATED INLET (TWO GRATES PER INLET)



SIDEWALK NOTES:

MINIMUM 5'-0" WIDE SIDEWALK.

SIDEWALK GRADIENT SHALL NOT EXCEED 1:20.

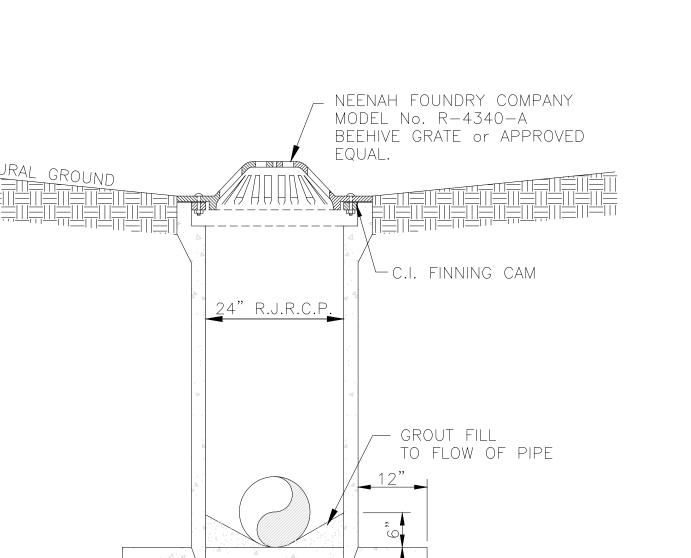
SIDEWALK CONCRETE SHALL BE 5 SACK CEMENT MIX AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 psi.

CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF EXISTING UTILITY LINES WITH APPROPRIATE COMPANIES TO AVOID PLACING SIDEWALKS ON TOP OF LINES.

PROVIDE DROP CURBS AT INTERSECTIONS.

4" SAND BEDDING

CONTRACTOR SHALL COMPLY WITH LATEST REGULATIONS AS SET FORTH IN AMERICANS WITH DISABILITIES ACT (ADA).



BEEHIVE INLET DETAIL

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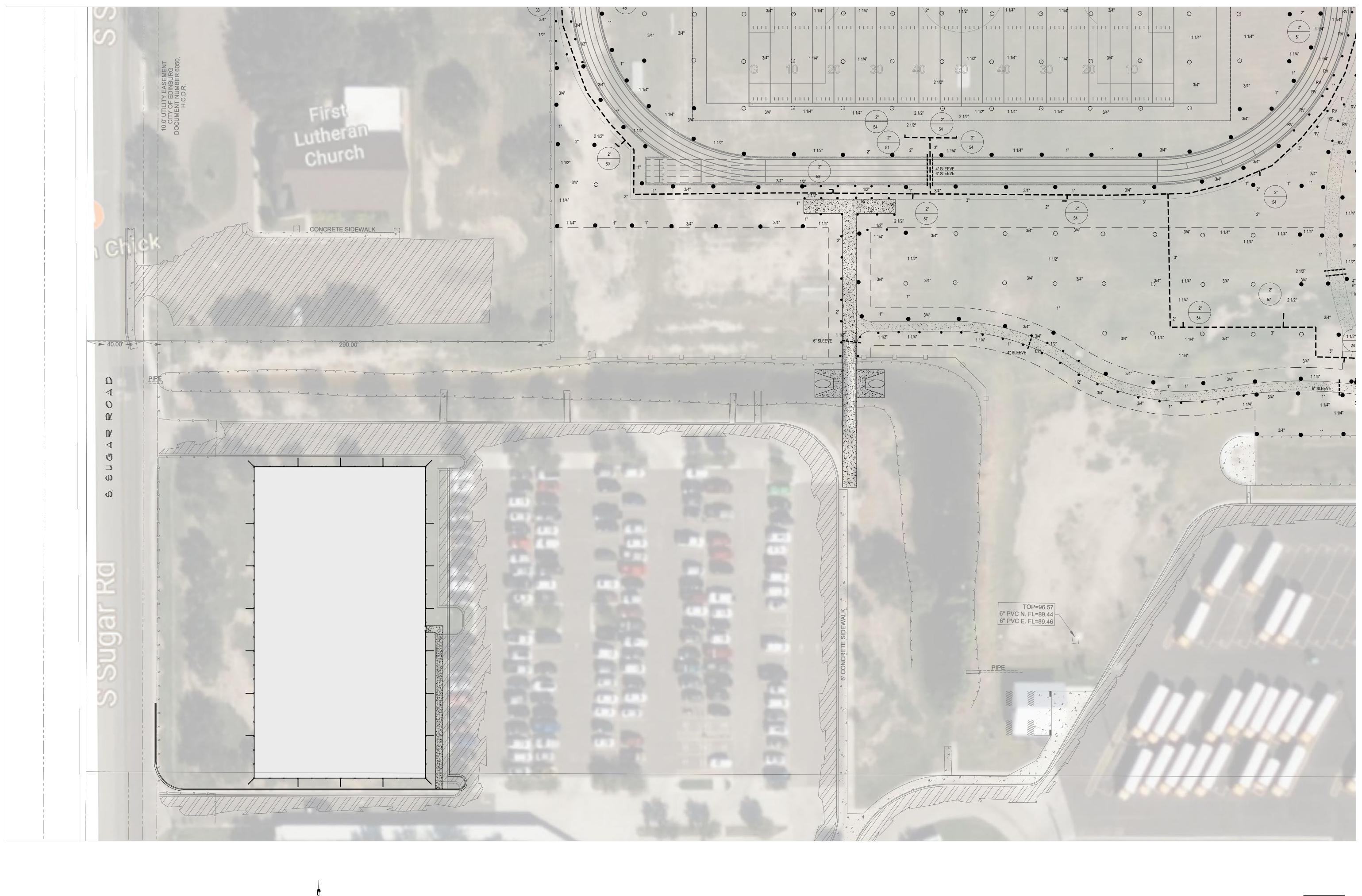
texas 78526 (956) 546-0110

fax (956) 546-0196

David Monreal, AIA

Drawn By:

STISD SPORTS FIELDS **DETAILS** 



IRRIGATION PLAN (1 OF 2)

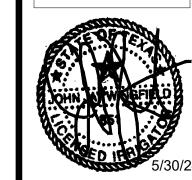
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Project Architect:

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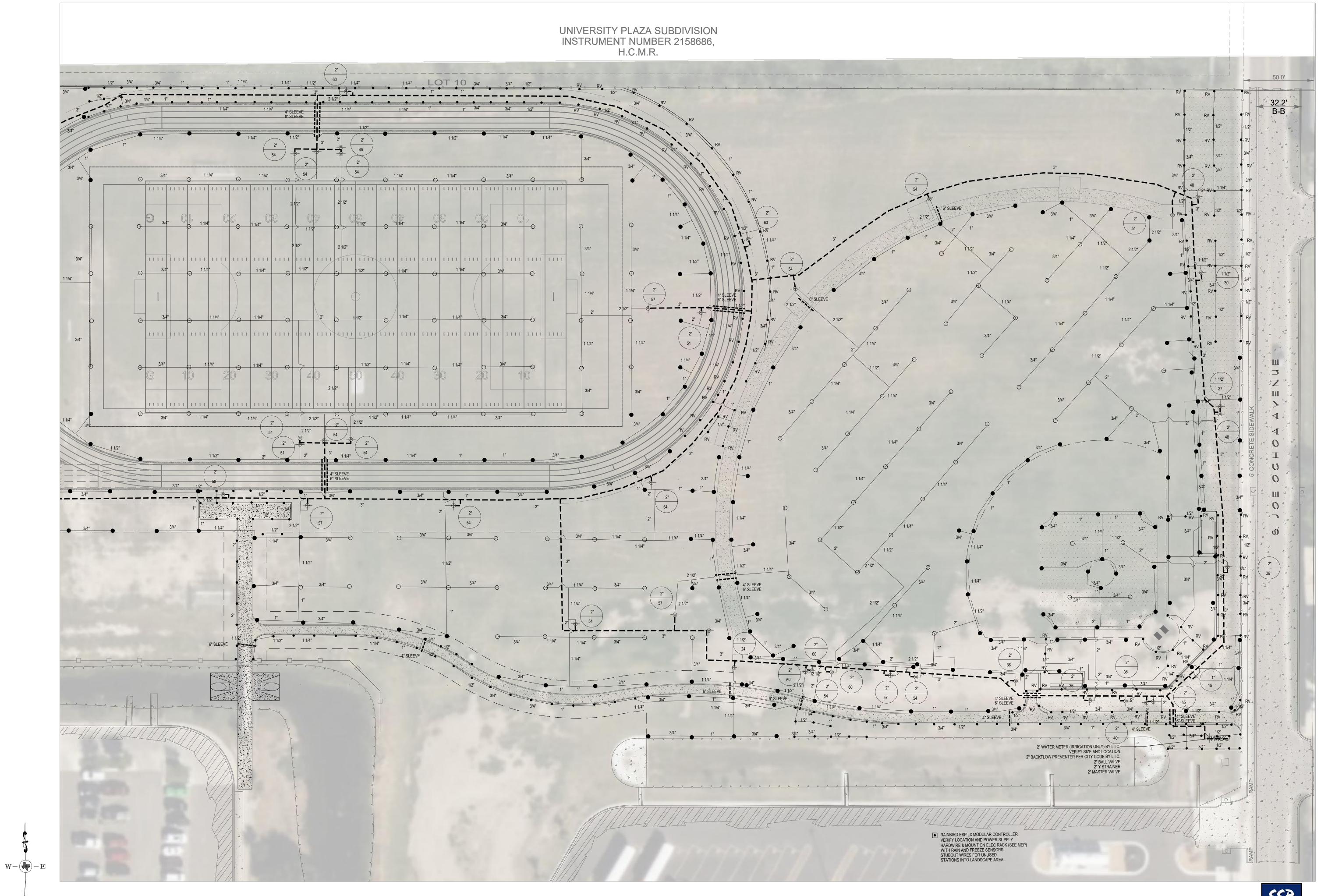
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IRRIGATION PLAN (2 OF 2)

SCALE: 1" =30' - 0"

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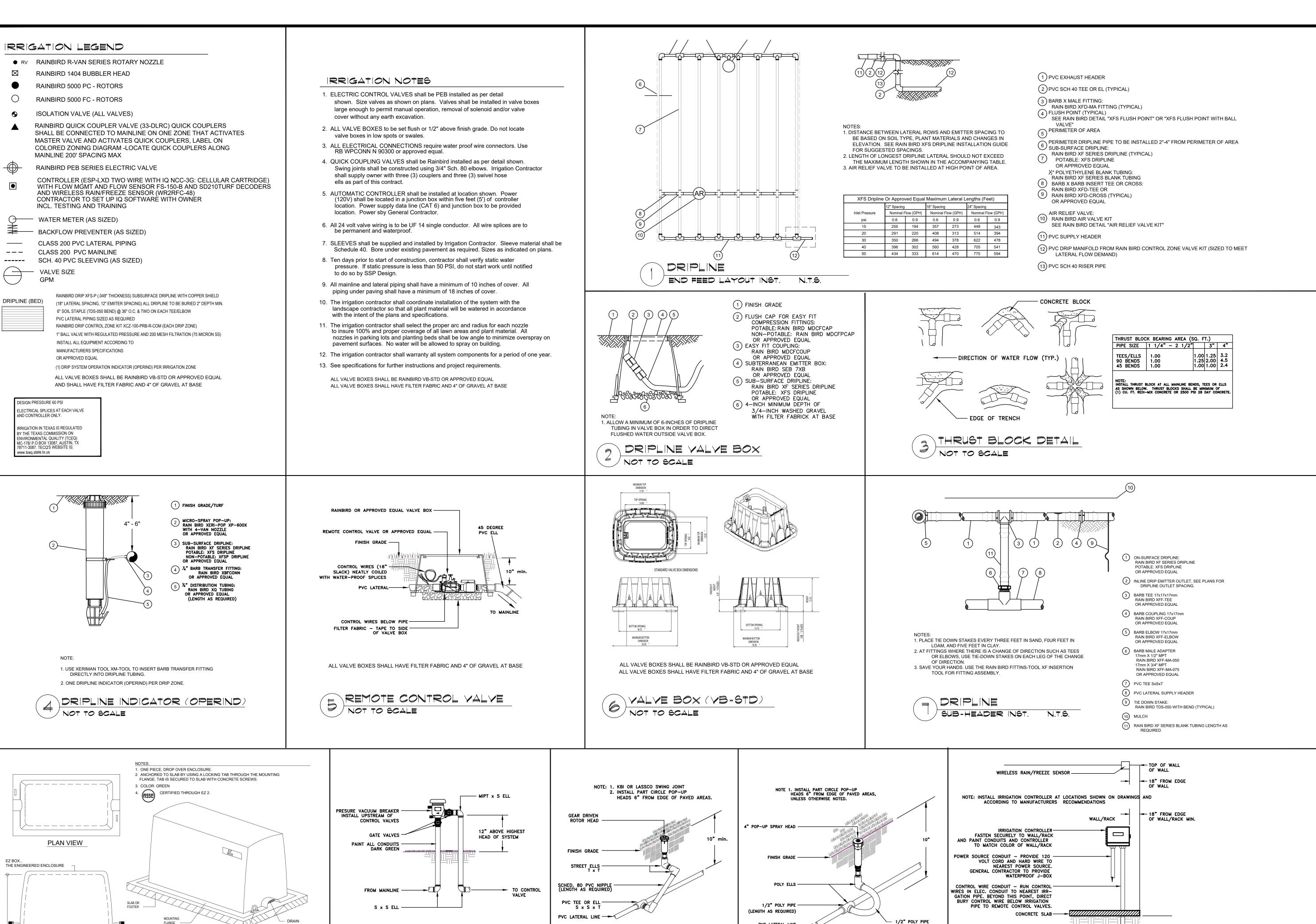
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PRESSURE VACUUM

BREAKER

NOT TO SCALE

Hot Box (R)

http://www.hot-box.com

YALYE GUARD

PVC LATERAL LINE ---

LAWN POP-UP HEAD

NOT TO SCALE

(LENGTH AS REQUIRED)

WALL/RACK MOUNTED

CONTROLLER

/ Not to scale

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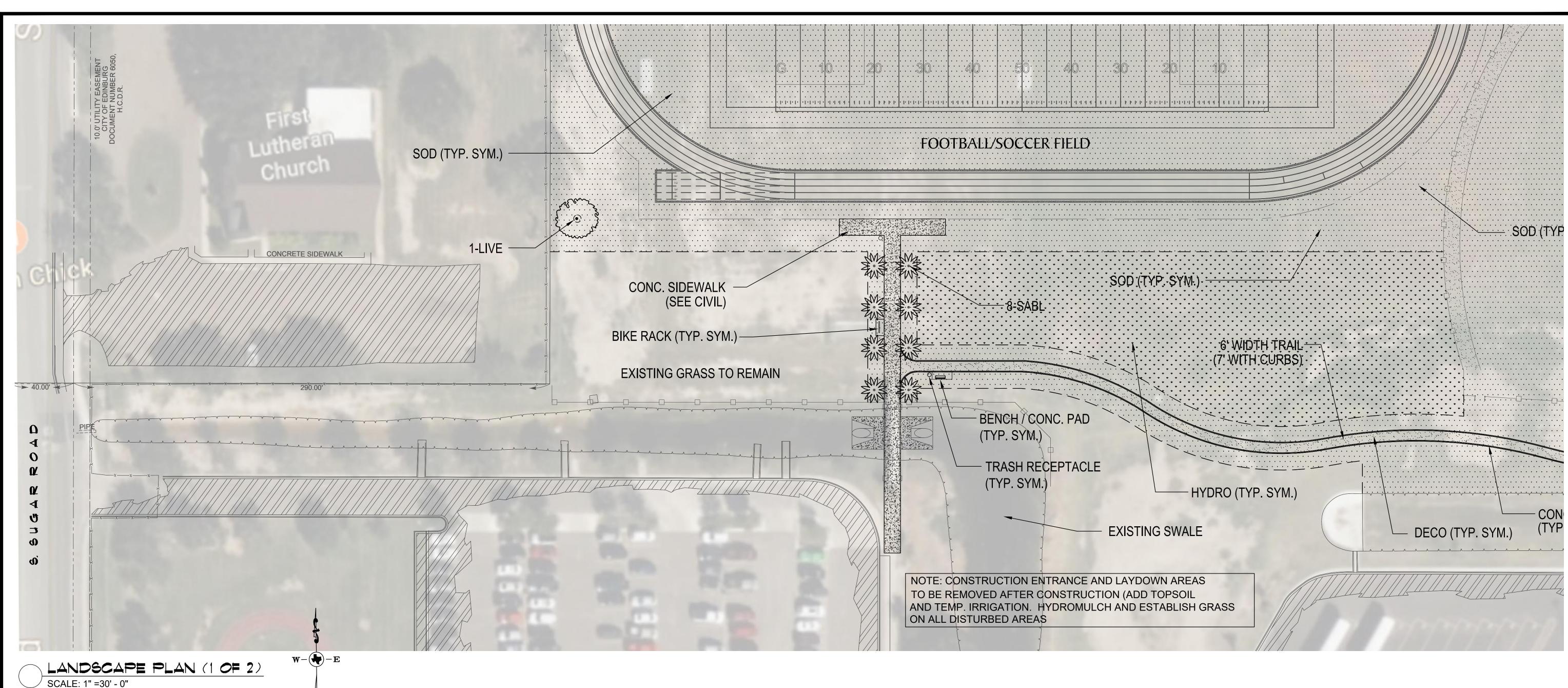
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SCHOLARS

**EDINBURG** 

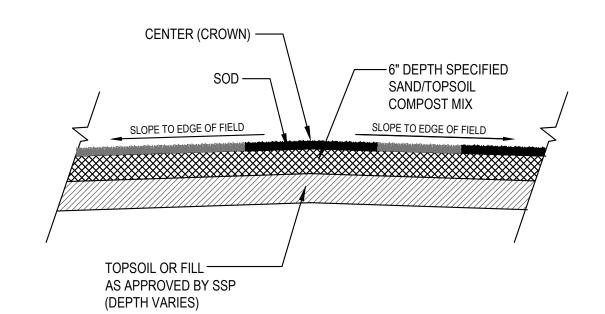


# MATERIAL SCHEDULE - SPORTS FIELDS

DESCRIPTION	NOTES	QUANTITY
HERBICIDE	all landscape areas (roundup or approved equal)	110,000 S.F.
CLEAR/GRUB/SITE PREP	CLEAR ALL DEBRIS FROM TOP LAYER OF SPORTS FIELD AREA	110,000 S.F.
GRADING	GRADING & LASER LEVELING OF SPORTS FIELD PER PLANS	110,000 S.F.
SCREENED TOP SOIL	SCREENED TOPSOIL FOR SOCCER FIELDS (35% of 6" MIX - TO FINISHED GRADES)	490 C.Y.
SAND *	MASONRY SAND FOR SOCCER FIELDS (50% OF 6" MIX - TO FINISHED GRADES)	700 C.Y.
COMPOST **	PREMIUM COMPOST (9 KIDS COMPOST MIX (15% OF 6" MIX - TO FINISHED GRADES)	210 C.Y.
FIELD STRIPING	SHERWIN-WILLIAMS 'SHERSTRIPE' 4" WIDTH FIELD STRIPING PER PLANS (FOOTBALL & SOCCER)	1
FIELD MARKERS	PIONEER ATHLETICS 'PLEEFIX' FIELD MARKERS (4 CORNERS)	4
SOD ***	TIFWAY '419' BERMUDA LARGE ROLLS 42", TIGHT SEAMS, SAND FILLED JOINTS, TOP DRESS	(SEE L3.01)
MAINTENANCE	90 DAY MAINTENANCE OF FIELDS WITH REEL MOWERS & FERTILIZATION PER SPECS	1

\* MASONRY SAND - WRIGHT MATERIALS PLANT 3 (361) 387-0293 \*\* NINE KIDS COMPOST (965) 432-4983 OR CITY OF MCALLEN COMPOST (956) 681-4000

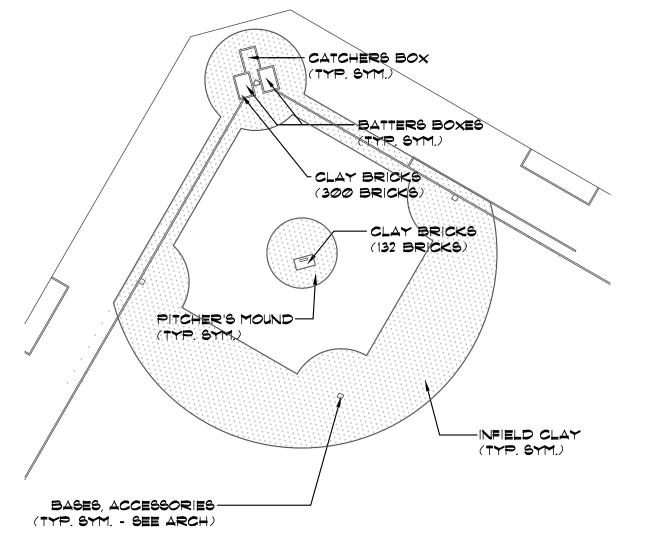
\*\*\* KING RANCH TURFGRASS (830)665-6290





# SPORTS FIELD NOTES

- I. APPLY HERBICIDE/ROUNDUP TO ENTIRE FIELD AREA UNTIL ALL VEGETATED MATTER IS ERADICATED
- 2. CLEAR AND GRUB (REMOVE ALL DEBRIS) FROM FIELD AREAS
- 3. RIP/TILL SOIL WITH AN AGRICULTURAL CULTIVATOR TO A DEPTH OF 6" ON FOOTBALL FIELD, 3" ON BASEBALL OUTFIELD
- 4. ROUGH GRADE INFIELDS TO PREPARE FOR 6" LAYER OF INFIELD MIX
- 5. APPLY/INSTALL INFIELD CLAY, TILL IN CONDITIONER INTO TOP 2", FINE GRADE TO FINISHED ELEVATIONS ON CIVIL PLANS. WATER IN/COMPACT WITH PLATE COMPACTOR. DRAG TO LOOSEN AND EXPOSE CONDITIONER.
- 6. CONTRACTOR TO GRADE SPORTS FIELDS WITH SPECIFIED CROWN/SLOPES UTILIZING FULLY AUTOMATED COMPUTERIZED DUAL GPS SYSTEM WITH LASER AUGMENTATION TO ACHIEVE GRADES WITHIN 1/4" TOLERANCE, FIELD MUST DRAIN SMOOTHLY WITH NO
- BIRD BATHS OR LOW SPOTS
- 7. INSTALL IRRIGATION PER PLANS/SPECS. THOROUGHLY WATER IN WITH MULTIPLE WATERINGS
- 8. FIELD DRAINAGE WILL BE TESTED AND REVIEWED BY SSP PRIOR TO SOD OR HYDORMULCH. 9. INSTALL SOD OR HYDROMULCH AS PER PLANS AND SPECIFICATIONS. SOD TO BE LARGE 42" ROLLS.
- 10. ROLL/COMPACT/LEVEL FIELDS WITH 2 OR 3 TON MECHANICAL ROLLER/VIBRATOR, TOP DRESS WITH CLEAN SAND
- ALL LOW SPOTS OR DIVOTS, ALL JOINTS TO BE TIGHT AND SAND FILLED. 11. MONITOR WATERING FOR CONTINUOUS MOISTURE ON HYDROMULCH (MULTIPLE SHORT CYCLES UNTIL FULL GERMINATION).
- 12. COMMENCE MOWING USING A REEL TYPE MOWER ONLY. MOWING SHALL BE AT LEAST ONCE PER WEEK AND CLIPPINGS REMOVED/BLOWN. DOCUMENT/PHOTO EACH CYCLE FOR REVIEW, CHECK AND APPROVAL BY SSP. 4 FERTILIZATION APPLICATIONS REQUIRED INCL. STARTED FERTILIZER FOR HYDRO AND REMAINDER SHALL BE TURF BUILDER AND PRE-EMERGENT BLENDS SUCH AS HJ 25-0-0 WITH WOLFTRAX OR APPROVED EQUAL AT MANUFACTURERS RATES





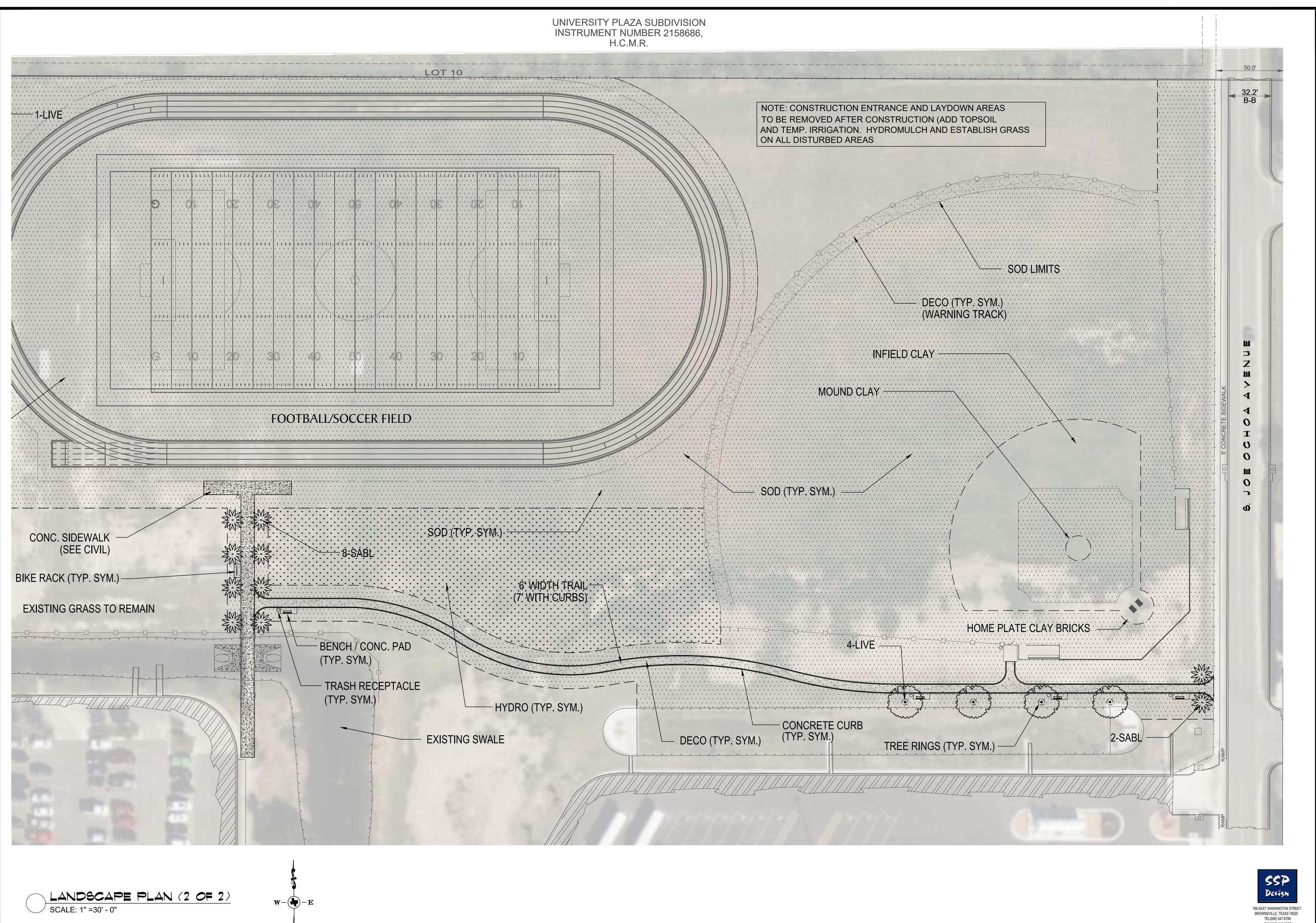


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Project Architect:

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Drawn By:

David Monteal, AIA

IVAN By:

IO

No.

STISD SPORTS FIELDS

set:

L2.02

# PLANT SCHEDULE CODE BOTANICAL NAME COMMON NAME TYPE SIZE SPACING QTY PALMS 6-8' TRUNK A.S. B/B SABL SABAL TEXANA TEXAS SABAL PALM TREES LIVE QUERCUS VIRGINIANA SOUTHERN LIVE OAK (CONTAINER GROWN) | 24" BOX | 3-4" CAL., |2"HT., 6"W | $\triangle$ S. GRASS HYDRO CYNODON DACTYLON COMMON BERMUDA GRASS (HYDROMULCH. 30,000 SQUARE FEET CYNODON DACTYLON 'TIFWAY' # 1 CERTIFIED TIFWAY '419' HYBRID BERMUDA SOD 30,750 SQUARE YARDS

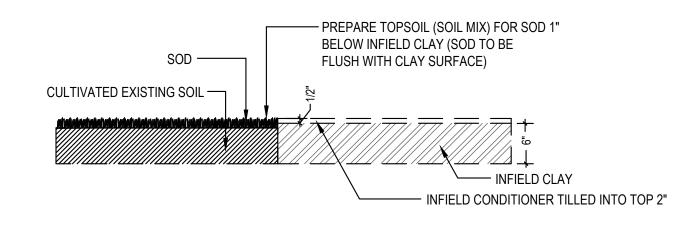
# MATERIAL SCHEDULE

DESCRIPTION	NOTES	QUANTITY
PREMIUM COMPOST	MIX WITH BACKFILL ON ALL TREES/PALMS	1/2 C.Y.
SCREENED TOP SOIL	as required to fill Low spots, leveling of outfield (allowance)	50 C.Y.
MULCH (HARDWOOD)	2" MIN. FOR ALL TREE/PALM WATERING BASINS (TEXAS NATIVES SHREDDED HARDWOOD MULCH)	32 BAGS (2 C.F.
HERBICIDE	ERADICATION OF ALL EXISTING WEEDS/GRASSES PRIOR TO GRADING/LEVELING	
FERTILIZER	PER DETAILS / AS SPECIFIED	-
PLANTING TABLETS	PER DETAILS / AS SPECIFIED	
PRE-EMERGENT	PER DETAILS / AS SPECIFIED	
GUYING / STAKING	all trees/palms with safe-t caps on posts per details	
TREE RINGS	36" DIA, 5" COMMERCIAL GRADE ALUMINUM EDGE 'DREAMSCAPE' TREE RINGS PER PLAN/DETAILS	16
CONCRETE PADS	4" THICK CONCRETE PADS FOR PARK BENCHES AS PER PLANS/DETAILS	162 S.F.
INFIELD MIX	6" LAYER OF INFIELD CLAY - 60% SAND, 20% SILT, 20 % CLAY 1/4" MINUS RED COLOR	210 C.Y.
INFIELD CONDITIONER	1/2" MIXED/TILLED DIAMOND PRO RED INFIELD CONDITIONER (11,300 S.F.)	20 C.Y.
INFIELD GRADING	COMPLETE INFIELD LASER GRADING PER NOTES BELOW	
CLAY BRICKS	4 x 8" HOME PLATE/MOUND CLAY BRICKS (DIAMONDPRO,COM TEL. # 1-800-228-2987)	432 BRICKS
CONCRETE CURB	6 x 6 " Extruded concrete curb for trail areas per plans/details	1,520 L.F.
DECO	4" DEPTH COMPACTED DECOMPOSED GRANITE FINES' 1/4" MINUS PER PLANS (TRAIL & WARNING TRACK)	9,790 6.F.
BENCHES	DU MOR 6' LENGTH 138-60PL RECYCLED PLASTIC SLATS (GREY) S-1 EMBEDMENT MOUNT WITH	4
	POWDER COATED POST (BLACK)	
TRASH RECEPTACLES	DU MOR 41-32PL, BLACK POWDER COATED, RECYCLED PLASTIC (GREY), S-1 EMBEDMENT	6
BIKE RACK	DU MOR 130-40 BLACK POWDER COATED, S-1 EMBEDMENT	1
irrigation system	COMPLETE AUTOMATIC IRRIGATION SYSTEM PER PLANS/DETAILS BY LICENSED CONTRACTOR	1

NOTE: CONTRACTORS MUST REVIEW TECHNICAL SPECIFICATIONS FOR ADDITIONAL PROJECT INFORMATION AND REQUIREMENTS.

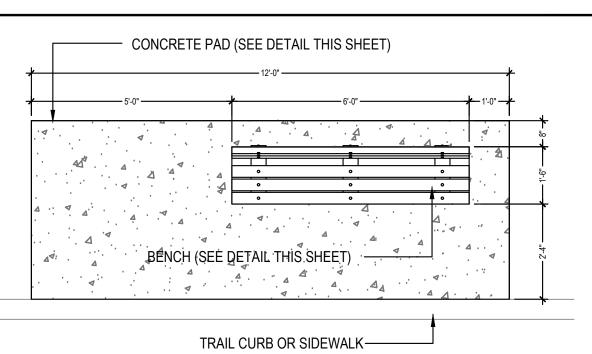
\* NINE KIDS COMPOST (965) 432-4983 OR CITY OF MCALLEN COMPOST (956) 681-4000

\*\* SOUTHERN STONE AND SOIL - DONNA, TEXAS (956) 464-0777

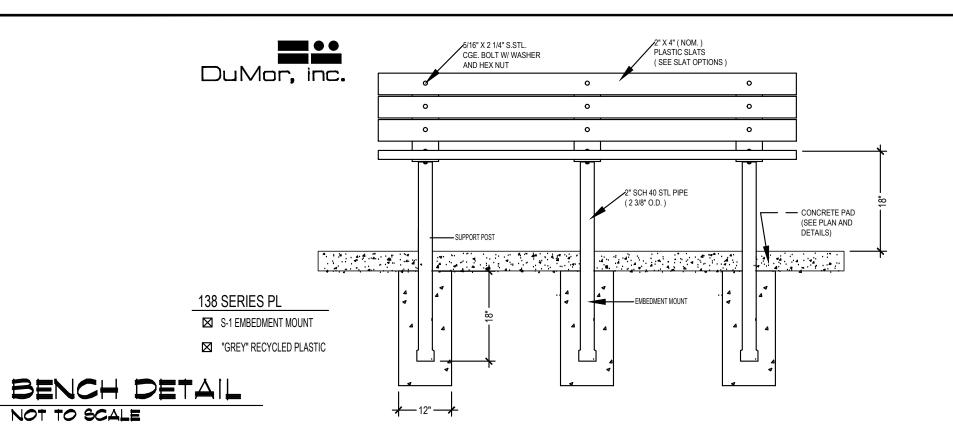


# FIELD CLAY/SOD TRANSITION DETAIL

NOT TO SCALE



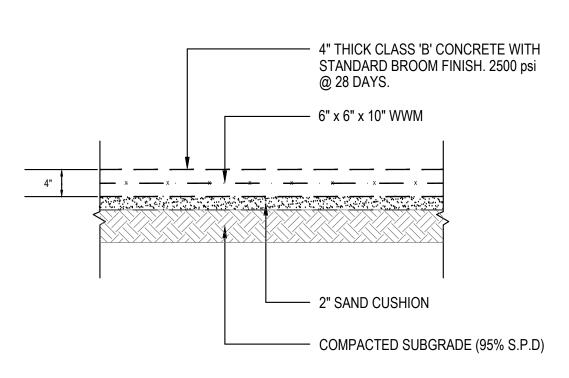
# 2 CONCRETE PAD/BENCH PLAN NOT TO SCALE



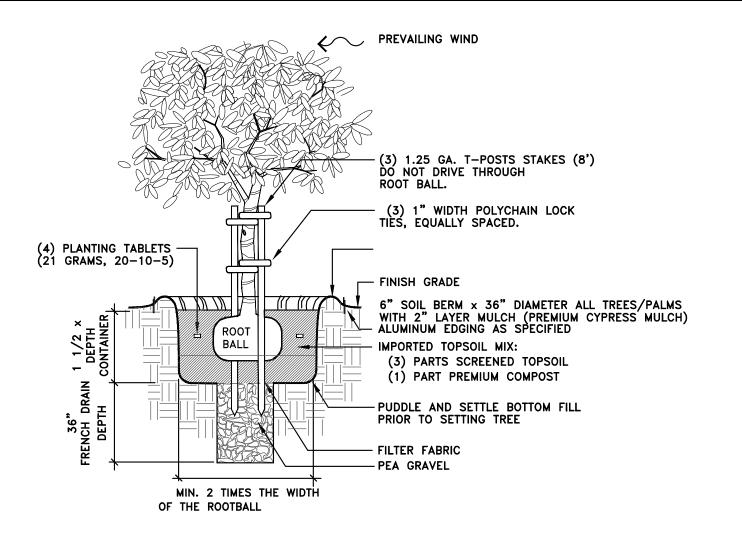
# SPORTS FIELD NOTES

- 1. APPLY HERBICIDE/ROUNDUP TO ENTIRE FIELD AREA UNTIL ALL VEGETATED MATTER IS ERADICATED
- 2. CLEAR AND GRUB (REMOVE ALL DEBRIS) FROM FIELD AREA
- 3. RIP/TILL SOIL WITH AN AGRICULTURAL CULTIVATOR TO A DEPTH OF 6" ON FIELD, 3" ON OUTFIELD
- 4. ROUGH GRADE INFIELDS TO PREPARE FOR 6" LAYER OF INFIELD MIX
- 5. APPLY INFIELD MIX/TILL IN CONDITIONER INTO TOP 2". FINE GRADE TO FINISHED ELEVATIONS ON CIVIL PLANS. WATER IN/COMPACT WITH PLATE COMPACTOR. DRAG TO LOOSEN AND EXPOSE CONDITIONER.
- 6. CONTRACTOR TO GRADE FIELD WITH SPECIFIED CROWN/SLOPES UTILIZING FULLY AUTOMATED COMPUTERIZED DUAL GPS SYSTEM WITH LASER AUGMENTATION TO ACHIEVE GRADES WITHIN 1/4" TOLERANCE, FIELD MUST DRAIN SMOOTHLY WITH NO BIRD BATHS OR LOW SPOTS
- 7. INSTALL IRRIGATION PER PLANS/SPECS, THOROUGHLY WATER IN WITH MULTIPLE WATERINGS
- 8. FIELD DRAINAGE WILL BE TESTED AND REVIEWED BY SSP PRIOR TO SOD OR HYDORMULCH.
- 9. INSTALL SOD OR HYDROMULCH AS PER PLANS AND SPECIFICATIONS
- 10. ROLL FIELDS WITH 2 OR 3 TON MECHANICAL ROLLER/VIBRATOR, TOP DRESS WITH CLEAN SAND
- ALL LOW SPOTS OR DIVOTS, ALL JOINTS TO BE TIGHT AND SAND FILLED.

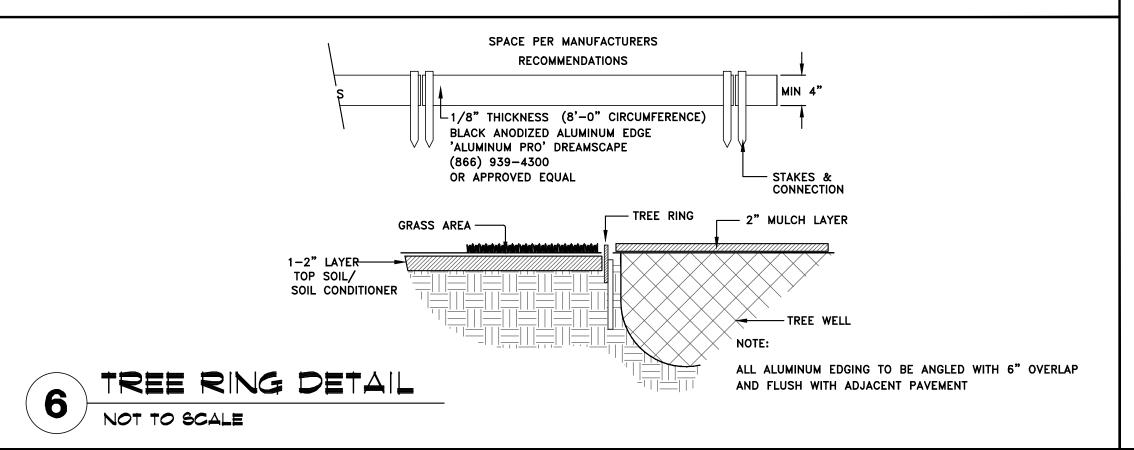
  11. MONITOR WATERING FOR CONTINUOUS MOISTURE ON HYDROMULCH (MULTIPLE SHORT CYCLES UNTIL FULL GERMINATION).
- 12. COMMENCE MOWING USING A REEL TYPE MOWER ONLY. MOWING SHALL BE AT LEAST ONCE PER WEEK AND CLIPPINGS REMOVED/BLOWN. DOCUMENT/PHOTO EACH CYCLE FOR REVIEW, CHECK AND APPROVAL BY SSP. 4 FERTILIZATION APPLICATIONS REQUIRED INCL. STARTED FERTILIZER FOR HYDRO AND REMAINDER SHALL BE TURF BUILDER AND PRE-EMERGENT BLENDS SUCH AS HJ 25-0-0 WITH WOLFTRAX OR APPROVED EQUAL AT MANUFACTURERS RATES



# 4 CONCRETE PAD DETAIL NOT TO SCALE



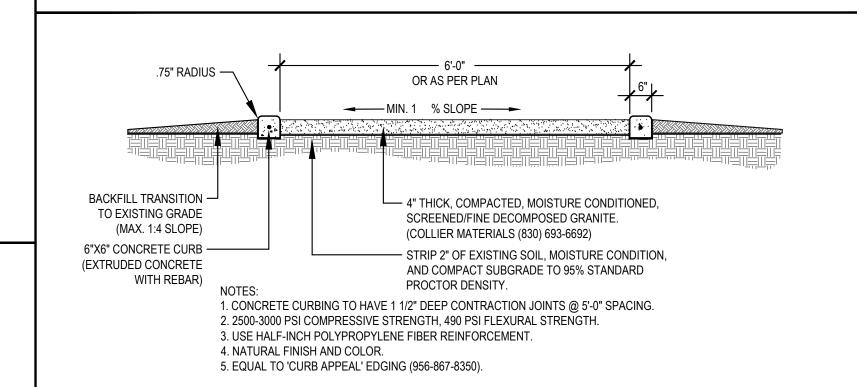
# 5 TREE PLANTING DETAIL NOT TO SCALE



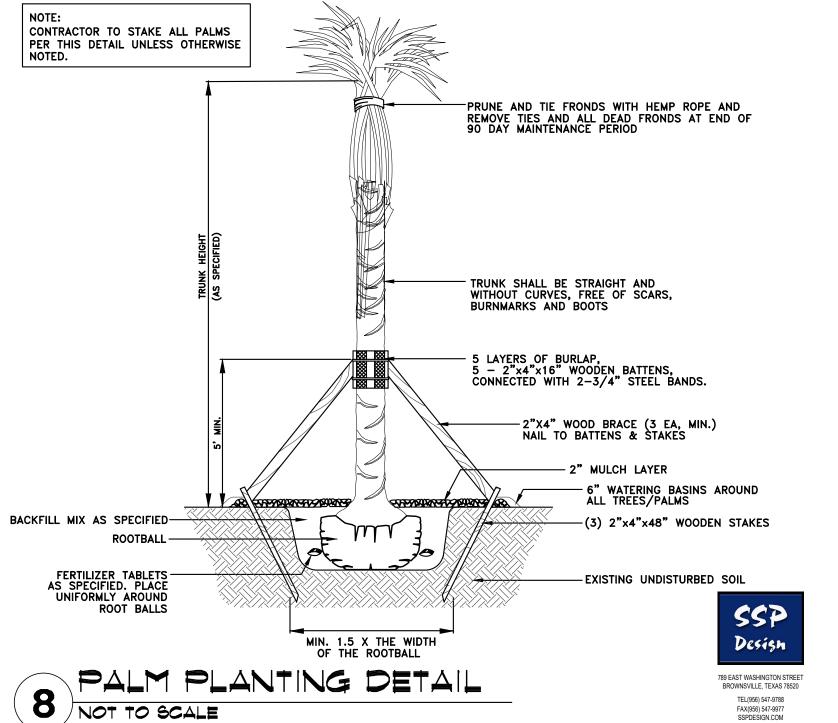
# CONSTRUCTION NOTES

- 1. WORK UNDER THIS CONTRACT INCLUDES SITE REVIEW AND COORDINATION WITH EXISTING CONDITIONS, SITE CLEANUP, EXCAVATION, BED PREP, TILLING, PLANTING, STAKING, EDGING, IRRIGATION, TREE RINGS, INFIELD CLAY, SITE FURNITURE, MAINTENANCE, AND GUARANTEE.
- 2. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND DIMENSIONS PRIOR TO BIDDING. QUANTITIES SHOWN IN SCHEDULE ARE FOR CONVENIENCE ONLY.
- 3. NOTIFY SSP DESIGN OF ANY DISCREPANCIES IN DRAWINGS/DETAILS OR INSUFFICIENT QUANTITIES DUE TO DIFFERENCES IN PLAN AND ACTUAL FIELD CONDITIONS.
- 4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. SPOTTING OF ALL UTILITIES IS REQUIRED.
- 5. NOTIFY AND MEET WITH SSP DESIGN PRIOR TO ANY CONSTRUCTION FOR
- VERIFICATION/INTERPRETATION OF PLANS.

  6. LANDSCAPE CONTRACTOR SHALL STAKE OUT ALL BEDS, TREES, PALM LOCATIONS PRIOR TO
- 6. LANDSCAPE CONTRACTOR SHALL STAKE OUT ALL BEDS, TREES, PALM LOCATIONS PRIOR T INSTALLATION FOR APPROVAL BY SSP DESIGN.
- 7. CONTRACTOR TO COORDINATE WITH SSP DESIGN TO ENSURE PROPER PLACEMENT OF PLANT MATERIAL AND IRRIGATION EQUIPMENT.
- 8. CONTRACTOR TO INSTALL EXTRUDED CONCRETE EDGE AND TREE RINGS AS SHOWN ON PLANS.
- 9. NOTIFY SSP DESIGN/OWNER PRIOR TO PLANTING OPERATIONS FOR APPROVAL OF ALL PLANT MATERIAL ON SITE. ANY PLANT MATERIAL NOT APPROVED BY SSP DESIGN/OWNER WILL BE SUBJECT TO REJECTION.
- 10. IRRIGATION CONTRACTOR SHALL SUPPLY AND INSTALL COMPLETE AUTOMATIC IRRIGATION SYSTEM INCLUDING WATER METER, BACKFLOW DEVICE, CONTROLLER, MAINLINE, SLEEVES, DRIP, TO COVER ALL LANDSCAPE AREAS PER PLANS/DETAILS.
- IRRIGATION SYSTEM SHALL BE INSTALLED BY A TEXAS LICENSED IRRIGATOR ONLY.
- 11. CONTRACTOR SHALL REMOVE ALL EXISTING GRASS/WEEDS IN BEDS BY HERBICIDING PRIOR TO BED PREP AND SOIL REPLACEMENT.
- 12. CONTRACTOR SHALL PRUNE ALL EXISTING PALMS/TREES BY A CERTIFIED ARBORIST AS DIRECTED BY SSP DESIGN.
- 13. CONTRACTOR SHALL REMOVE ALL EXISTING GRASS AND WEEDS BY HERBICIDING, DISKING, FLOATING AND LIGHT GRADING OF ENTIRE PROJECT AREA PRIOR TO HYDROMULCHING/SODDING.
- 14. CONTRACTOR SHALL REMOVE 12" OF EXST'G SOIL WITHIN ALL BED AREAS AND
- REPLACE WITH IMPORTED TOP SOIL/PREMIUM COMPOST MIX.
- 15. LANDSCAPE CONTRACTOR SHALL CONSTRUCT 6"x36" WATERING BASINS AROUND ALL TREES/PALMS WITH A MIN. 2" LAYER OF CYPRESS MULCH.
- 16. LANDSCAPE CONTRACTOR SHALL LOOSEN / GRADE ALL LAWN AREAS PRIOR TO HYDRO-MULCHING/SODDING TO ENSURE PROPER DRAINAGE AND UNIFORM SURFACE.
- 17. LANDSCAPE CONTRACTOR SHALL ESTABLISH AND MAINTAIN ALL PLANT MATERIAL FOR 90 DAYS AFTER 'SUBSTANTIAL COMPLETION' AND SHALL GUARANTEE ALL TREES/PALMS FOR A PERIOD OF ONE YEAR.
- 18. IRRIGATION CONTRACTOR SHALL GUARANTEE ALL SYSTEM COMPONENTS FOR A PERIOD OF ONE YEAR.
- 19. SEE SPECIFICATION FOR FURTHER INSTRUCTIONS/REQUIREMENTS.



# 7 TRAIL/CURB DETAIL



SOUTH TEXAS ISD

NEW SPORT FIELDS AT EDINBURG CAMPUS

No. REVISIONS BY

GMS ARCHITECTS

1150 paredes line rd brownsville

texas 78526 (956) 546-0110

fax (956) 546-0196

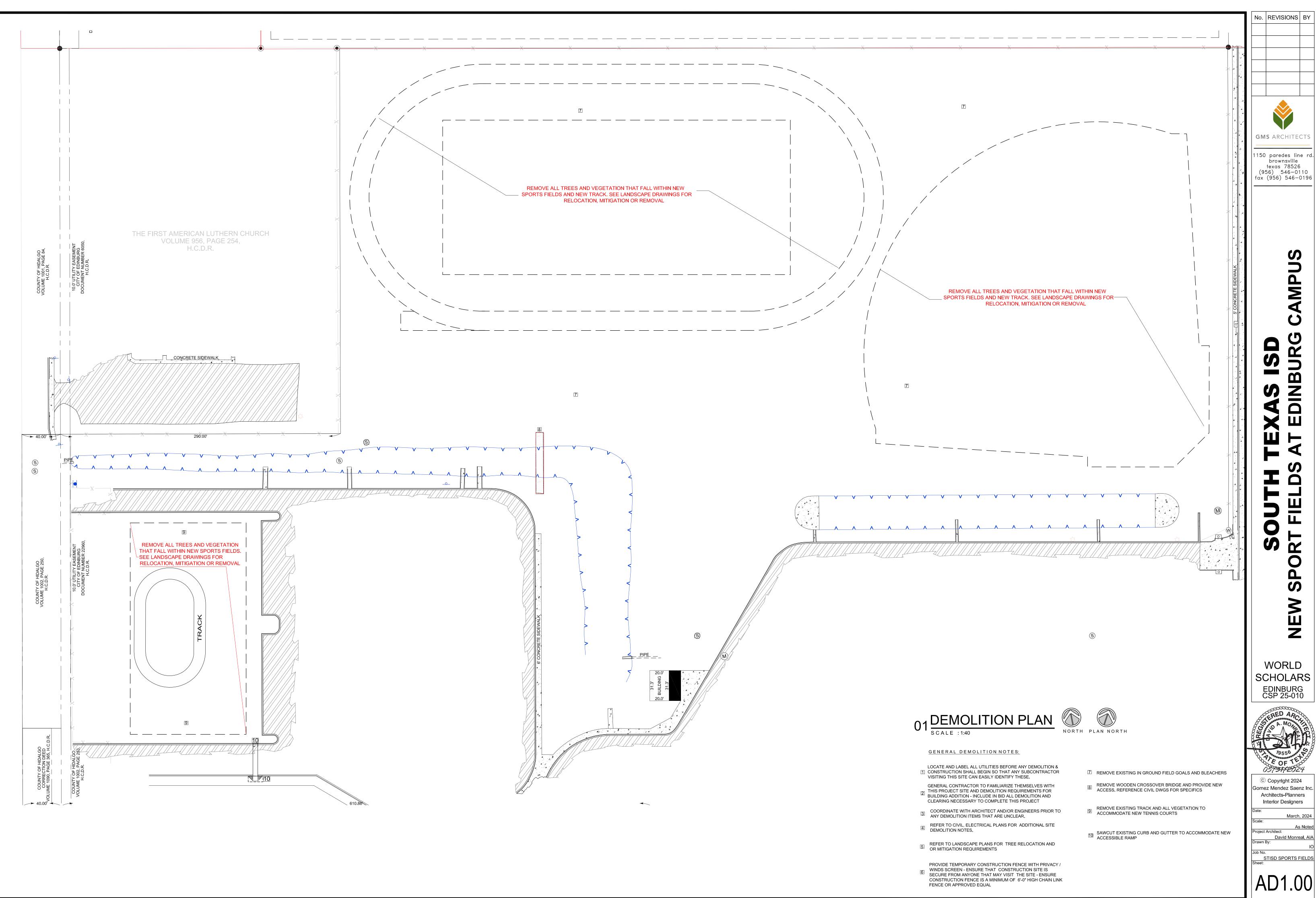
WORLD SCHOLARS EDINBURG CSP 25-010

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Architects-Planners
Interior Designers

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March, 2024
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David Monreal, AIA
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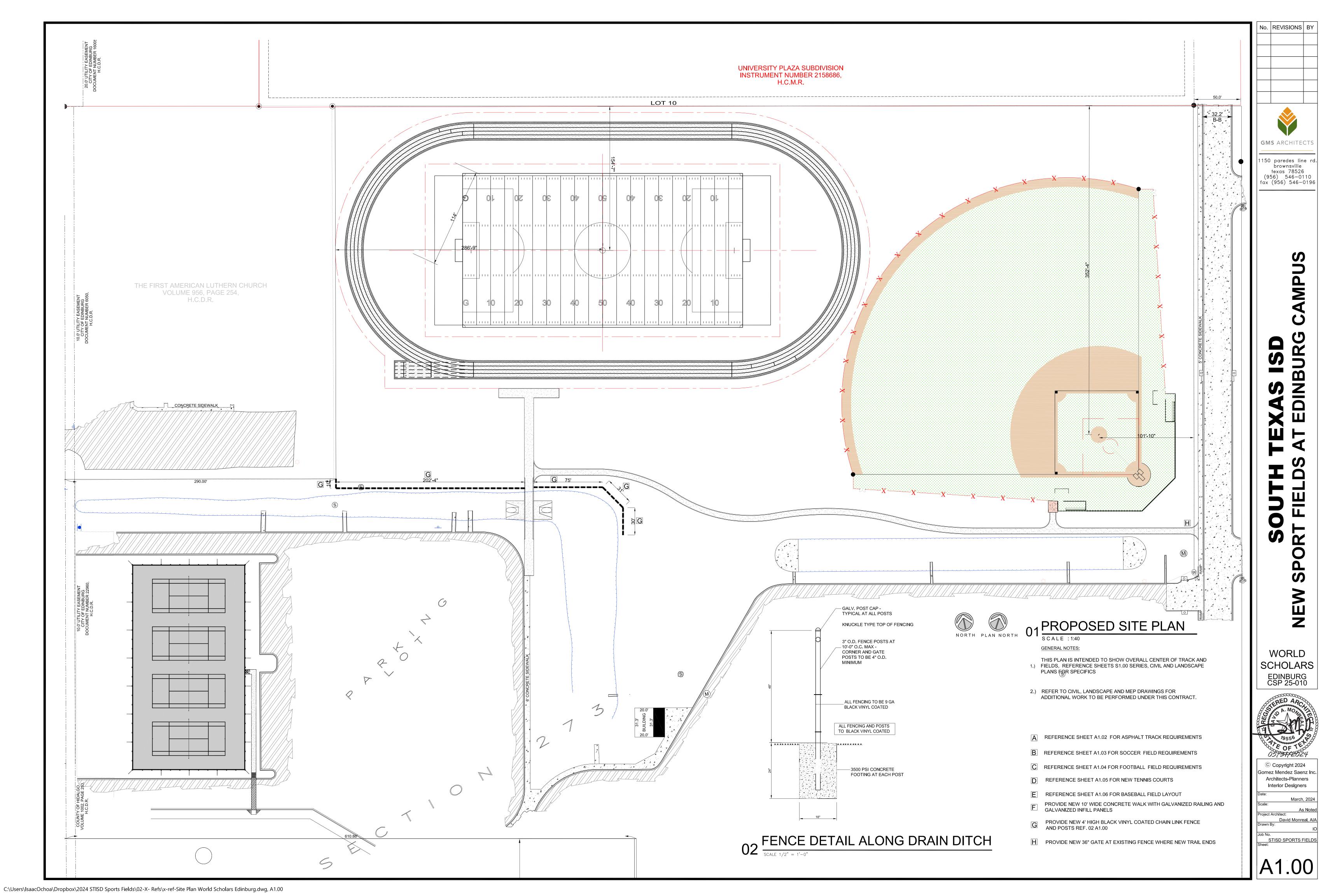


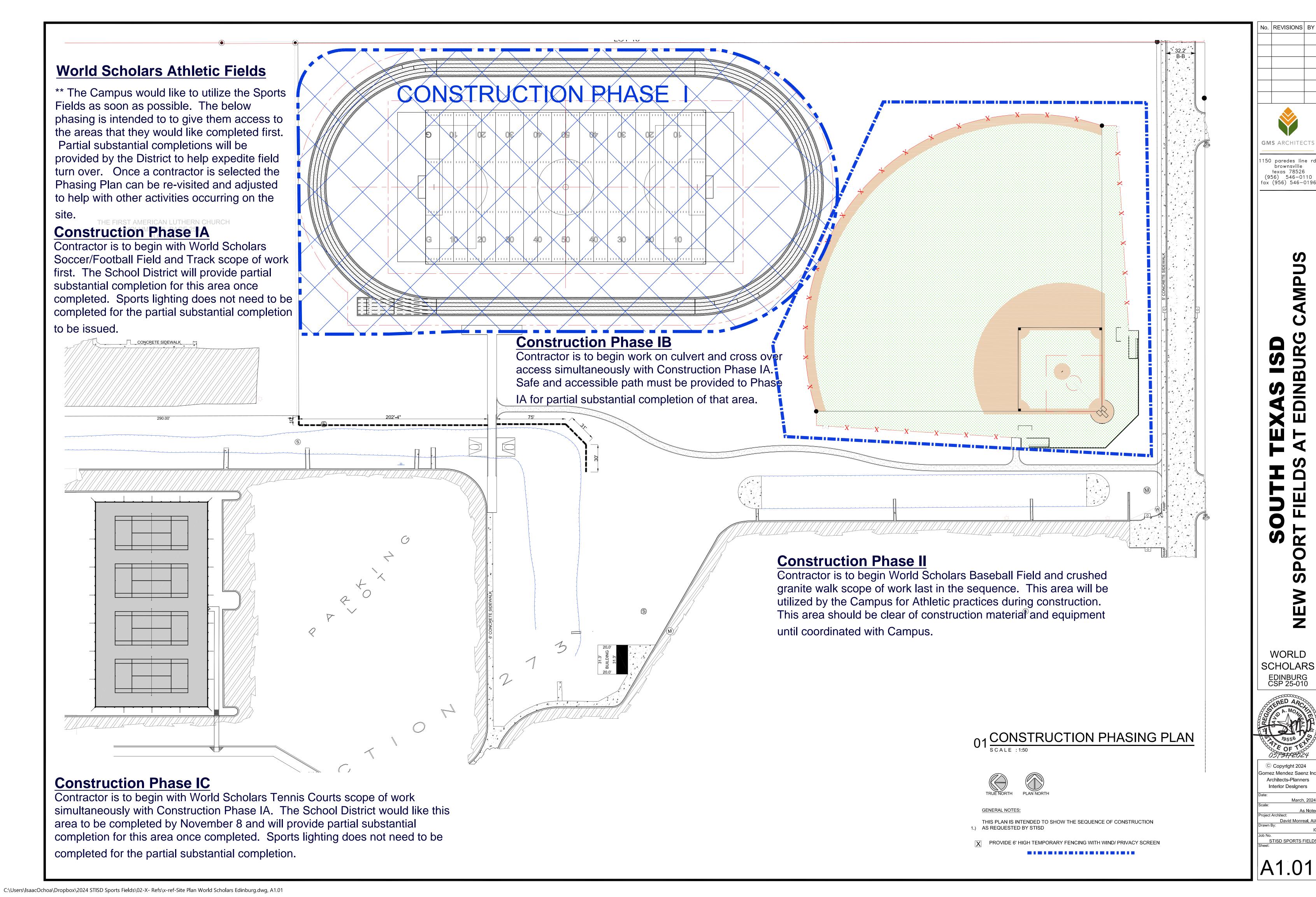


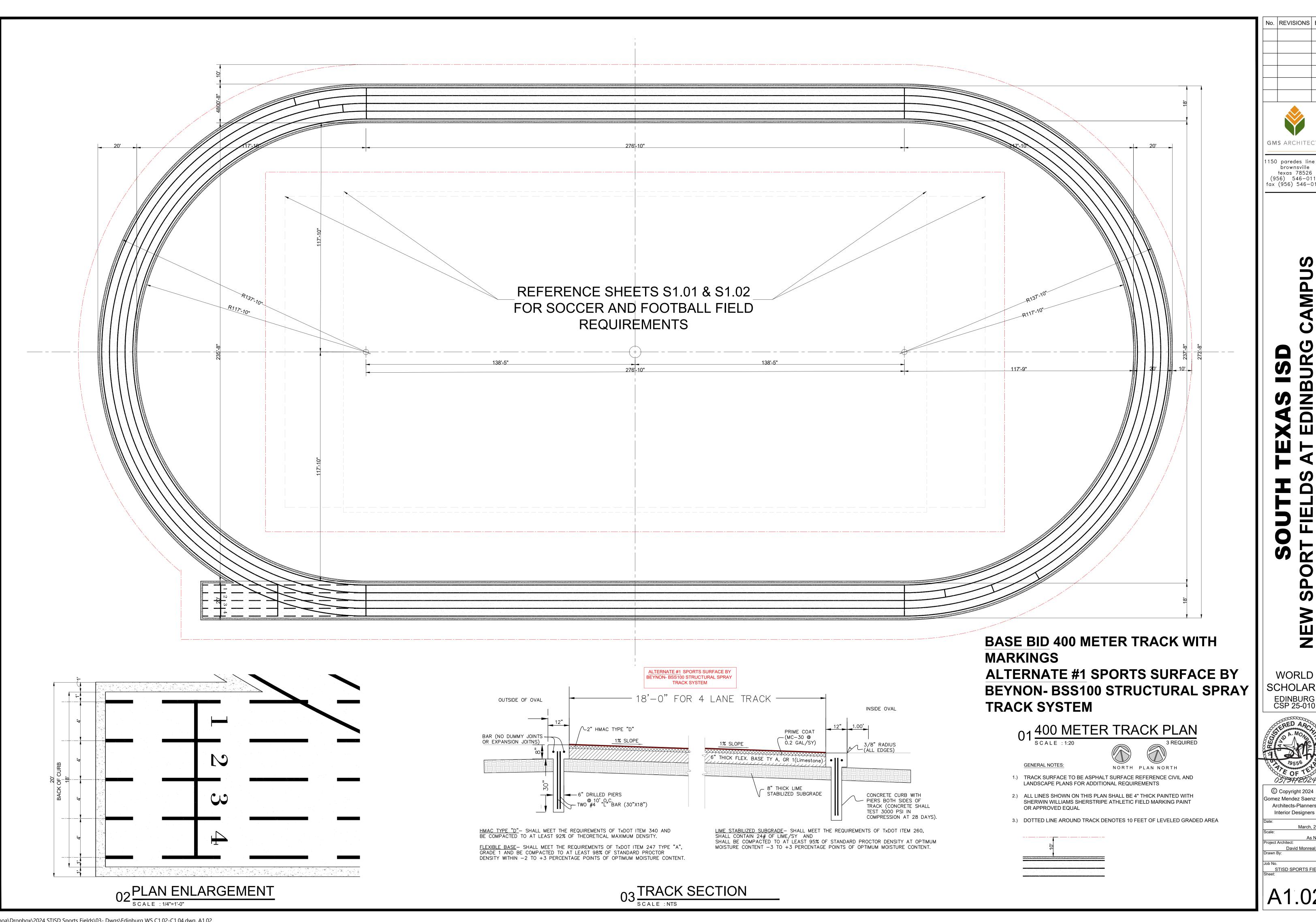
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Interior Designers

David Monreal, AIA







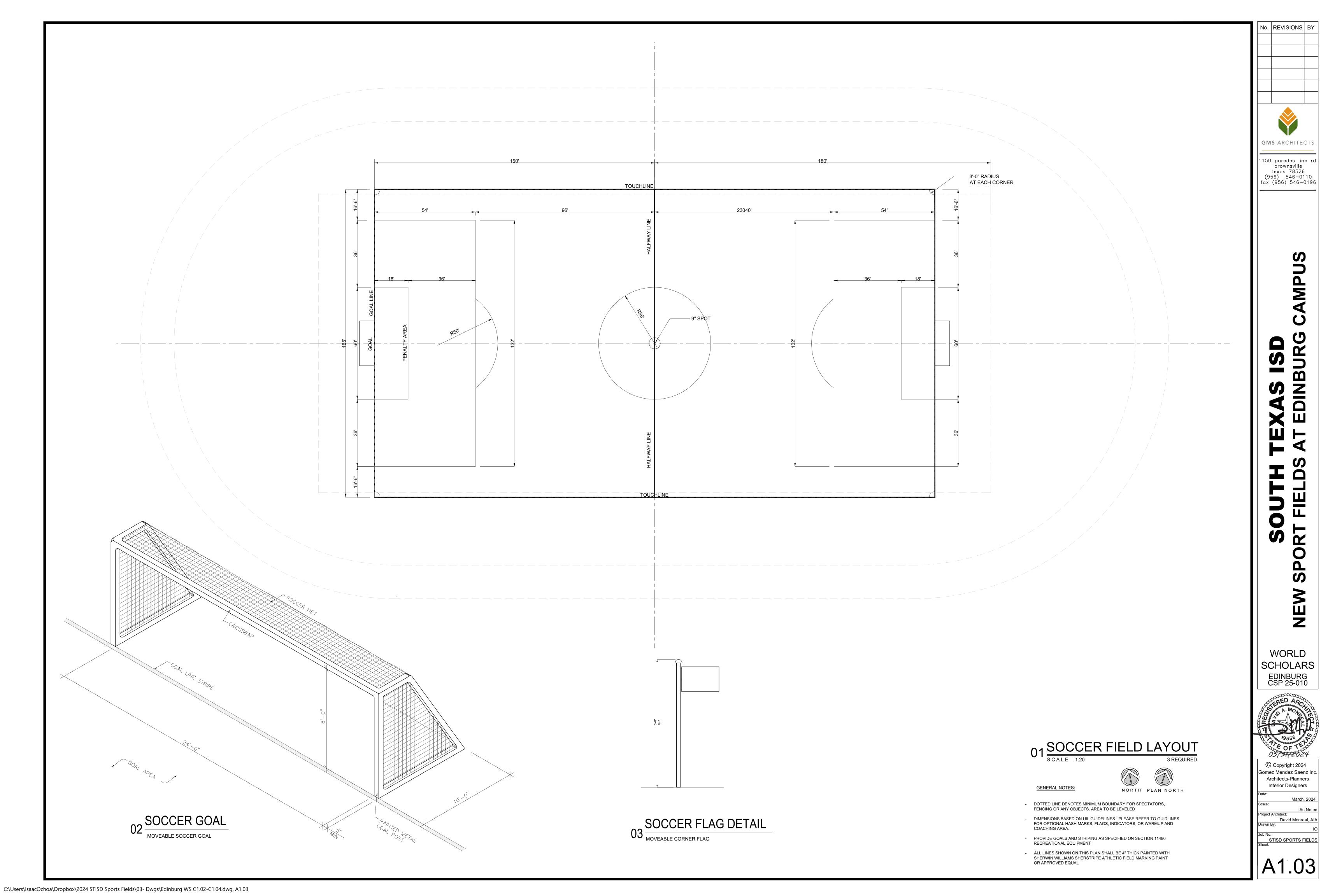
brownsville texas 78526 (956) 546-0110 fax (956) 546-0196

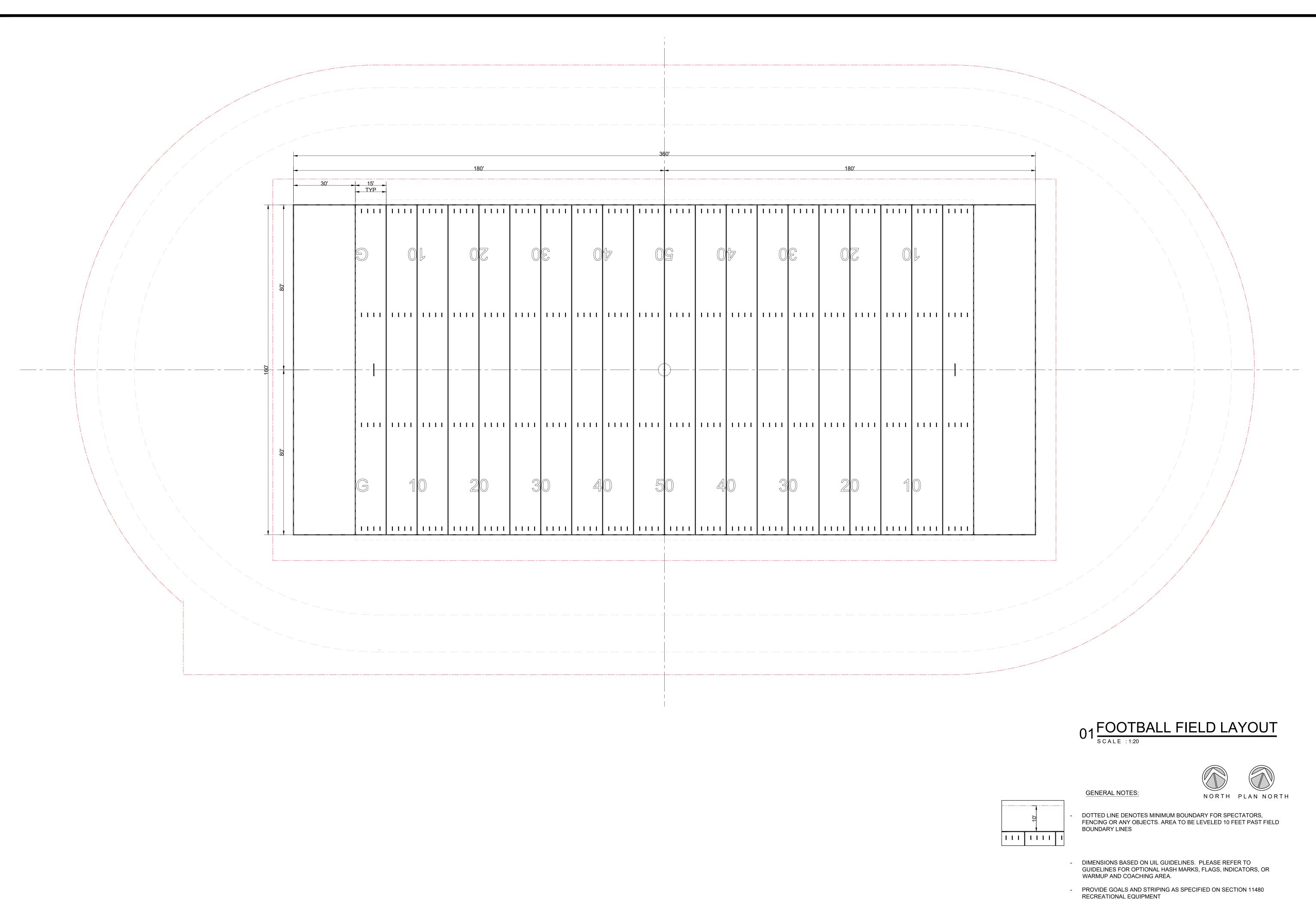
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David Monreal, Al



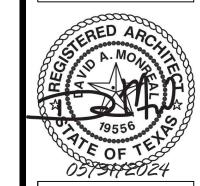




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NEW



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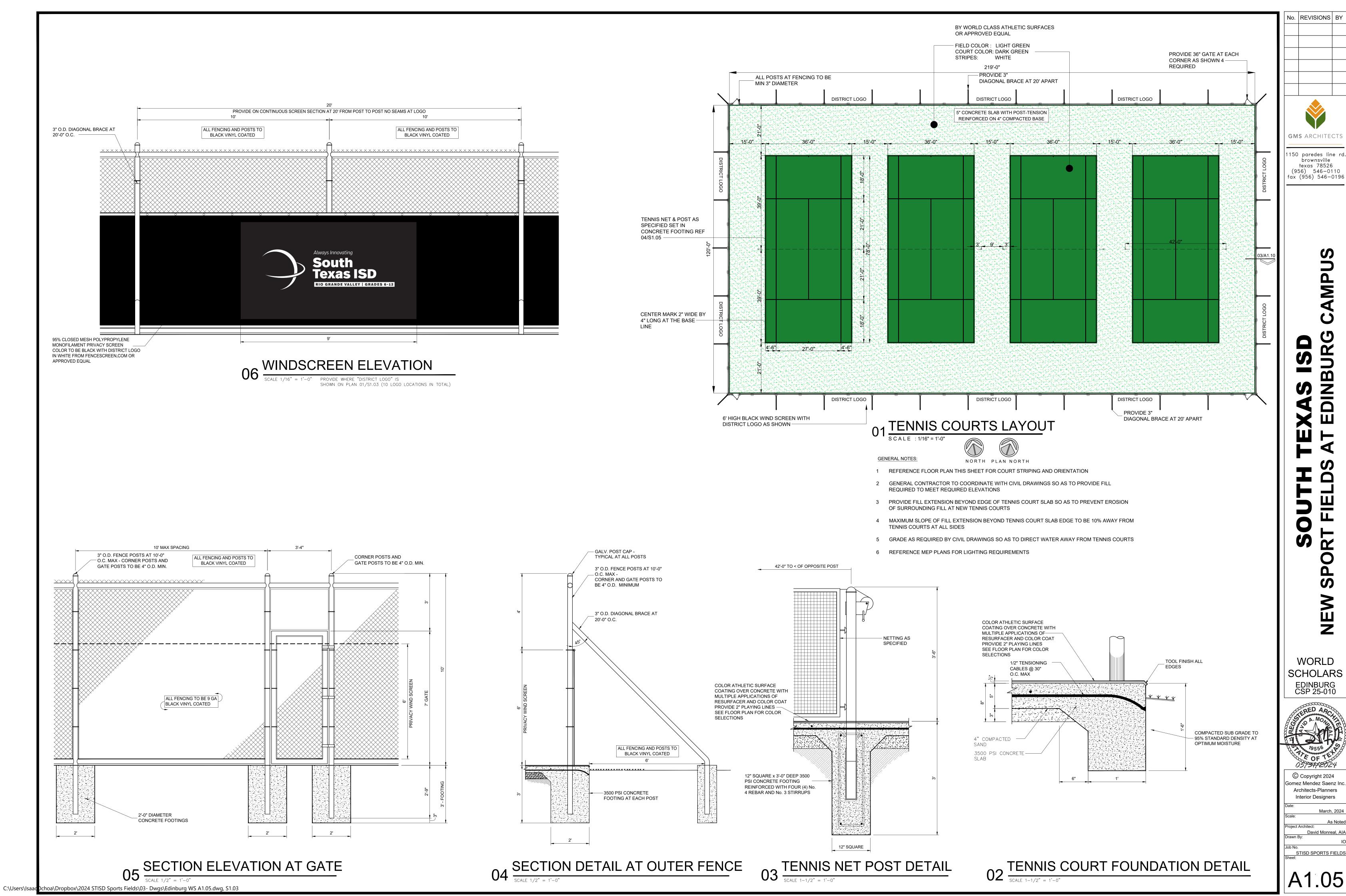
Interior Designers

David Monreal, AIA

Drawn By:

ALL LINES SHOWN ON THIS PLAN SHALL BE 4" THICK PAINTED WITH SHERWIN WILLIAMS SHERSTRIPE ATHLETIC FIELD MARKING PAINT

OR APPROVED EQUAL



AMPUS 

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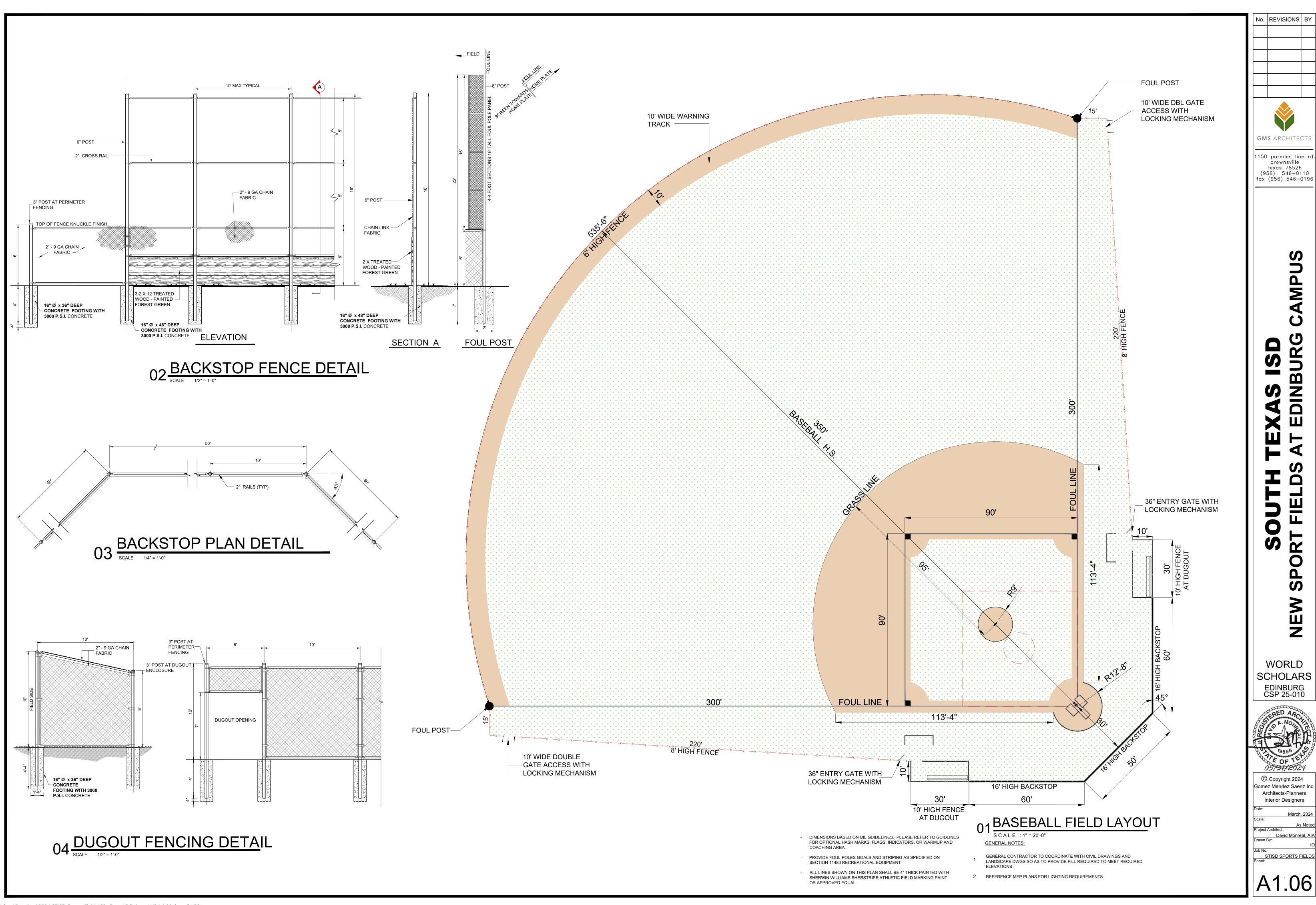
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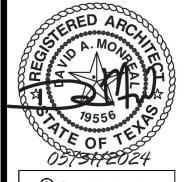
David Monreal, AIA
Drawn By:



GMS ARCHITECTS 1150 paredes line rd. brownsville

> AMPUS **EDINBURG NEW SPORT**

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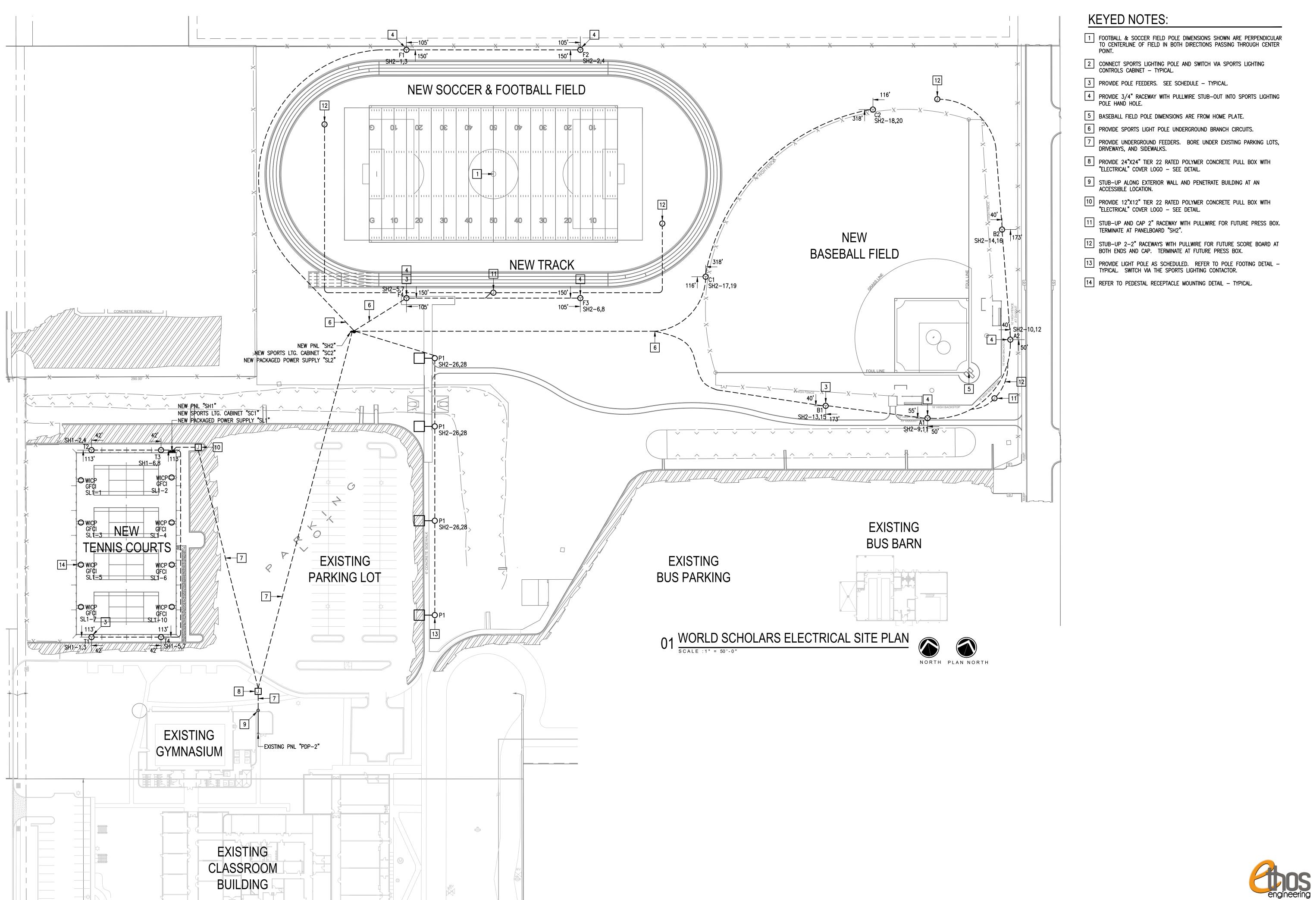


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David Monreal, AIA,

STISD SPORTS FIELDS

A1.06



MPUS SPORT NEW

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# ROUND TAPERED ALUMINUM (RTA)

**POLE SHAFT** 

BASE PLATE

The pole shaft is a seamless 6063-T6 aluminum alloy

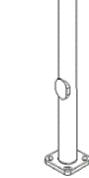
The anchor base is cast from A356 alloy aluminum. The extrusion having a uniform wall thickness of 0.188". The anchor base telescopes the pole shaft and is sides of the shaft may be drilled for mounting luminaire circumferentially welded top and bottom. All welds are fixtures. All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Society specification AWS D1.2, latest edition.

**HANDHOLE** 

provision is located inside the handhole ring.

**ANCHOR BOLT** 

An oval reinforced gasketed handhole, having a nominal Anchor bolts are fabricated from commercial quality hot 3" x 5" or 4" x 6-1/2" inside opening, located 1"-6" rolled carbon steel bar that meets or exceeds a minimum above base, is standard on all poles. A grounding yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise



**FINISH** Color to be determined

		RTA600	0720-F-DM10-E	BC				
	CATALOG LO	GIC	CODE	DESCRIPTION				
		Series:	RTA	Round Tar	ered Aluminum			
		Base Diameter:	600	6.0" Base I	Bottom Diameter			
		Thickness:	07	0.188" v	wall thickness			
		Nominal Height:	20	20	feet tall			
		Finish:	F	Color to	be determined			
		Mounting Designation:	DM10	Drilled fo	or 1 Luminaire			
		Options:	BC	Ba	se Cover			
HEIGHT (ft.)	POLE SHAFT (in.) x (ft.)	SHAFT THICKNESS (in.)	HANDHOLE SIZE (in.)	ANCHOR I		BOLT CIRCLE (in.)		
20	6.00 x 20.0	0.188	3" x 5"	1 x 36 x	4	9.5		
EPA	80 MPH (ft.²)	90 MPH (ft.²)	100 MPH (ft.²)	110 MPH (ft.²)	WEIGHT	SHIP WT. (lbs.)		
	FIGHT POLE SHAFT (in.) x (ft.)  20 6.00 x 20.0  80 MPH	5.5	4.5	3.5		87		

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Net 30 days from the date of Company's invoice unless otherwise specified. A 1-1/2% per month late charge will be added to accounts

Published prices are subject to change without notice. Possession of price sheets in no way obligates Company to sell to the Purchaser possessing such price sheet. All orders are subject to final approval and acceptance by the Company. Once accepted and approved, orders will be billed at prices currently in effect at the time of invoicing, or at prices quoted by the Company and accepted by the Purchaser if the order involves an item or items covered by special quotation. THE MINIMUM INVOICE CHARGE SHALL BE \$50.00 NET.

# All goods sold are deliverable F.O.B. WJM, Inc., East Bernard, Texas 77435.

The Company's prices do not include Federal, State or municipal sales, use, excise, or similar taxes. Consequently, the Company reserves the right to add to the sales price of its product any present or future sales, use, excise or other similar tax which shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing

# authorities.

All of the Company's products are priced and sold F.O.B. WJM, Inc., East Bernard, Texas 77435. Transportation charges will be prepaid by the Company and added to the net sales price unless specified by the Purchaser.

The Company will specify the method and routing of all products to ensure the most efficient and economical shipment in behalf of the Purchaser. The Purchaser will assume charges for special services such as cartage, air freight, express or multiple deliveries on one order. The written consent of the Company shall be obtained prior to a cancellation of any order. Cancellation of an order may subject the

# Purchaser to a cancellation charge based upon expenses already incurred and commitments made by the Company.

RETURNED GOODS Specific written request and arrangements must be made in advance for Purchaser to obtain credit or replacement on material returned. On material accepted for return, Purchaser must prepay return shipment and pay minimum restocking charge of 40% plus any charge necessary to rework goods to a resaleable condition. Custom fabricated products by special order are not subject to return.

**DELAYS, DAMAGE OR LOSS** The Company is not and shall not be liable for delays in shipment or delivery of its products when caused by strikes, riots, hurricanes, civil disorder, fires, material shortage, breakdown in manufacturing facilities or any other cause beyond its reasonable control. Any claims for damages, loss or shortage in transit must be made by the Purchaser to the delivering carrier. The risk of loss passes to the

# Purchaser upon delivery to the carrier. LIMITED WARRANTY

The Company warrants to Purchaser that its products will be free from defects in material and workmanship for a period of one year from the date of shipment by the Company (the "Warranty Period"). This Warranty specifically excludes fatique failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the product. If during the Warranty period, the product proves defective in material or workmanship, the Company shall correct any defect, at its option, either by repairing any defective parts or by making available at the Company's plant a repaired or replacement part at no charge to the Purchaser, if the Purchaser promptly notifies the Company and furnishes proof of Purchase. The liability of the Company under this Warranty, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. The Company shall not be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product, cost of substitute products or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by the Company. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the Purchaser and liability of the Company. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.

WJM, Inc. reserves the right to change any feature of its published specifications without notice to promote product improvement and/or allow for material availability. The contract for the sale of goods by KW shall be performable in Fort Bend County, Texas. Prices subject to change without notice

# **ABBREVIATIONS:**

Α	AMPS	DISC.	DISCONNECT	PH	PHASE
ABC	ABOVE CEILING LINE	EX	EXISTING	PNL	PANELBOARD
AFF	ABOVE FINISHED FLOOR	EXT.	EXTERNAL OR EXTERIOR	RM.	ROOM
B.	воттом	G.	GROUND	SPD	SURGE PROTECTION DEVICE
BLC.	BELOW CEILING LINE	GA.	GAGE	SS	STAINLESS STEEL
C.	CONDUIT OR COMMON	GALV.	GALVANIZED	UG	UNDERGROUND
CLG.	CEILING	GRND.	GROUND	UNO	UNLESS OTHERWISE NOTED
COMB.	COMBINATION	HP	HORSEPOWER	٧	VOLTS
COND.	CONDUIT	NTS	NOT TO SCALE	w	WIRE
CU.	COPPER			E	EXISTING



# WIRING DEVICES SYMBOL LEGEND:

SYMBOL	DESCRIPTION	MNTG. HT. UNC (SEE NOTE 1)
GFCI WICP	DUPLEX RECEPTACLE TAMPER RESISTANT W/ GRND. FAULT INTERRUPTING TYPE — HUBBELL MODEL #GFTWRST20X & WHILE IN USE WEATHERPROOF COVER — HUBBELL MODEL #WP26EH	18"AFF
0	JUNCTION BOX W/ BLANK COVERPLATE	AS REQUIRED

1.) U.N.O. INDICATES UNLESS NOTED OTHERWISE. 18" AFF INDICATES TO TOP OF DEVICE;

# **GENERAL SYMBOL LEGEND:**

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
$\Theta$	EQUIPMENT CONNECTION	AS REQUIRED
	ELECTRICAL PANELBOARD - SURFACE MOUNTED	AS REQUIRED
	UNDERGROUND RACEWAY	AS REQUIRED
	CONCEALED RACEWAY	AS REQUIRED
Home	CONDUIT OR EMT HOMERUN TO PANELBOARD CONCEALED IN WALLS OR ABOVE CEILING. LONG CROSSMARKS DENOTE NUMBER OF "HOT" CONDUCTORS SHORT CROSSMARKS INDICATE NEUTRALS AND DOTS INDICATE NUMBER OF GROUND CONDUCTORS. ARROW INDICATES HOME RUN TO ELECTRICAL PANEL.	AS REQUIRED
U	POLYMER CONCRETE PULL BOX W/ LOGO COVER — SEE DETAIL	AS REQUIRED

LUMEN MAINTENANCE

100,000

L80

LUMINA	AIRE SCHI	EDULE							
CALLOUT	LAMP	DESCRIPTION	DRIVER	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTES	LUMENS / LAMP
P1	LED	ARCHITECTURAL AREA LUMINAIRE	0 <b>–</b> 10V	POLE	GARDCO: OPF-S-P02-840-T2M-AR1-480-BL30-BZ WJM: RTA6000720-F-DM10-BC	22	480V 2P 2W	PROVIDE FIXTURE UL LISTED FOR WET LOCATIONS AND WITH A MOTION SENSOR.	3792

1. OTHER LIGHT FIXTURE MANUFACTURERS THAN THOSE LISTED ON THIS SCHEDULE ARE REQUIRED TO OBTAIN PRIOR APPROVAL BY SUBMITTING CUT SHEETS OF THEIR SUBSTITUTIONS AT LEAST (10) BUSINESS DAYS PRIOR TO BID. CUT SHEETS SHALL INDICATE/HIGHLIGHT

PHOTOMETRIC CURVE, EFFICIENCY & CONSTRUCTION FOR DIRECT COMPARISON WITH SPECIFIED FIXTURES.

2. EXTRA MATERIALS: SEE SPECIFICATIONS.

3. INCLUDE VERIFICATION OF LIGHT FIXTURE EFFECIANCY IN LIGHT FIXTURE SUBMITTALS BY ATTACHING ONE OF THE FOLLOWING: \* SCREENSHOT OF DLC WEBSITE LISTING FOR SPECIFIC LIGHT FIXTURE. CAN BE FOUND AT HTTPS://WWW.DESIGNLIGHTS.ORG

\* SCREENSHOT OF ENERGY STAR WEBSITE LISTING FOR SPECIFIC LIGHT FIXTURE. CAN BE FOUND AT HTTPS://WWW.ENERGYSTAR.GOV \* PART EFFICIENCY DOCUMENTATION IN THE FORM OF LM-79 OR LM-80 DOCUMENTS WITH ADDITIONAL DOCUMENTATION DISPLAYING THE LINK BETWEEN THE PART AND THE LIGHT FIXTURE.

# **GENERAL NOTES:**

TO BEGINNING ANY WORK.

- COORDINATE WORK AMONG ALL DISCIPLINES. IT IS NOT THE INTENT OF 15. SEAL AROUND ELECTRICAL RACEWAYS AT ALL WALLS, A/C ROOMS AND WALL THESE DOCUMENTS TO DICTATE WHO MUST DO THE WORK. ALL WORK SHOWN IS THE RESPONSIBILITY OF THE (PRIME) CONTRACTOR.
- FIELD VERIFY PROJECT SITE EXISTING CONDITIONS AND ELEVATIONS PRIOR
- COORDINATE ELECTRICAL, MECHANICAL AND PLUMBING WITH GENERAL CONSTRUCTION.
- PHASING AND SEQUENCE OF CONSTRUCTION SHALL BE PER ARCHITECTURAL DRAWINGS AND SPECIFICATIONS.
- FIELD VERIFY/SPOT EXACT LOCATIONS AND EXISTING CONDITIONS OF 18. EXISTING PLUMBING, AND ELECTRICAL. IT IS THE INTENT OF THESE PLANS TO PROVIDE A COMPLETE AND WORKABLE SYSTEMS. SHOULD BIDDER FIND OMISSIONS OR DISCREPANCIES IN THE PLANS, BIDDER SHALL NOTIFY THE 19. AFFIX ID TAGS TO ALL DIVISION 26 EQUIPMENT. ENGINEER PRIOR TO THE BID DATE AND A WRITTEN CLARIFICATION WILL BE
- DAMAGED ITEMS SHALL BE REPAIRED AT NO ADDITIONAL COST TO OWNER. CONTRACTORS ARE REQUIRED TO SEARCH AND INVESTIGATE FOR EXISTING UTILITIES BEFORE EXCAVATING.
- 7. ALL MATERIALS AND LABOR, WHETHER SPECIFICALLY INDICATED ON PLANS OR NOT, WHICH ARE NECESSARY FOR THE PROPER INSTALLATION AND INCLUDE ALL COSTS OF CHANGES, IF/AS REQUIRED IN BID PROPOSAL.
- 8. PROVIDE J-BOXES (POLYMER CONCRETE) AS REQUIRED FOR PULL WIRING.
- 9. ELECTRICAL WIRING SHALL NOT BE SPLICED BELOW GRADE.

13. PROVIDE SCH. 40 PVC RACEWAYS UNDERGROUND.

- 10. PERFORM ALL WORK PER LATEST VERSION OF NATIONAL ELECTRICAL CODE, 24. AND APPLICABLE LOCAL CODES AND ORDINANCES, UNLESS DRAWINGS OR SPECIFICATIONS HAVE MORE STRINGENT REQUIREMENTS.
- 11. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS AND FEES ASSOCIATED WITH PROJECT. INCLUDING FEES FOR INSPECTIONS, APPLICATIONS, AND PROVISION OF NEW SERVICES.
- 12. CONTRACTOR WHO WILL ACTUALLY PERFORM WORK MUST APPLY FOR ALL REQUIRED PERMITS.
- 14. COORDINATE ALL WORK WITH OTHER TRADES; COORDINATE SCHEDULE OF 27. COMPACT TRENCH FILL TO 90% PROCTOR DENSITY IN 6" LIFTS. WORK WITH ALL SUB-CONTRACTORS TO ACHIEVE SMOOTH FLOW OF CONSTRUCTION.

- LOUVER PENETRATIONS WITH FIREPROOF CAULKING. RE: SPECS. PROVIDE FLASHING AROUND PENETRATION, BOTH INSIDE AND OUTSIDE, TO PROVIDE FINISHED LOOK.
- 16. TIME OR MONEY ALLOWANCES WILL NOT BE MADE TO ACCOMMODATE UTILITY CONFLICTS THAT CAN BE REASONABLY RESOLVED BY COORDINATION DURING SHOP DRAWING PHASE.
- 17. CONTRACTOR SHALL REVIEW COMPLETE DOCUMENTS PRIOR TO SUBMITTAL OF PROPOSAL TO GAIN COMPLETE UNDERSTANDING OF PROJECT SCOPE, WORK BY OTHERS, AND ELECTRICAL WORK ASSOCIATED WITH OTHER DISCIPLINES.
- MAINTAIN MANUFACTURER RECOMMENDED CLEARANCE AROUND ALL
- 20. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH MECHANICAL AND PLUMBING CONTRACTOR REGARDING EQUIPMENT SIZES AND TYPES OF ELECTRICAL INTERFACE EQUIPMENT REQUIRED.
- FIELD VERIFY ALL CONDITIONS AND MEASURE DIMENSIONS WITHIN THE BUILDING PRIOR TO ORDERING EQUIPMENT AND/OR PROCEEDING WITH INSTALLATION.
- FUNCTION OF THE SYSTEM SHALL BE FURNISHED BY THIS CONTRACTOR. 22. ALL EQUIPMENT SHALL BE FACTORY TESTED, AND CONTRACTOR SHALL VERIFY THEIR CONDITION PRIOR TO INSTALLATION. CONTRACTOR IS RESPONSIBLE FOR EQUIPMENT DAMAGED DURING MOVING AND INSTALLATION.
  - 23. EQUIPMENT FOUND DEFECTIVE PRIOR TO FINAL ACCEPTANCE SHALL BE REPLACED AT NO COST TO OWNER.
  - WORK TO BE DONE UNDER ALLOWANCES BECOMES AN INTEGRAL PART OF THE PROJECT AND RESPONSIBILITY OF CONTRACTOR ONCE ALLOWANCE IS
  - 25. SLEEVE ALL EXTERIOR WALL PENETRATIONS.
  - CONTRACTOR SHALL NOT PROCEED WITH ANY WORK INVOLVING A CHANGE IN PROJECT SCOPE OR COST WITHOUT FIRST HAVING OBTAINED ENGINEER'S APPROVAL IN WRITING. UNLESS ENGINEER HAS AGREED TO SUCH CHANGE PRIOR TO IT BEING DONE, AND HAS AGREED THAT AN INCREASE IN COST ASSOCIATED WITH SUCH CHANGE IS WARRANTED; CONTRACTOR WILL NOT BE REIMBURSED FOR SUCH CHANGE.

# SCOPE OF WORK

- 1. GENERAL: THE "SOUTH TEXAS ISD SPORTS FIELDS" CONSISTS OF A NEW ATHLETIC LIGHTING FOR TENNIS COURTS. FOOTBALL AND SOFT BALLL FIELDS. THESE SPORTS FIELDS WILL GENERALLY BE OPERATED FROM 6:00AM TO 10:00PM. (MONDAY THROUGH SUNDAY) WITH OCCASIONAL AFTER HOURS AND WEEKENDS USE.
- 2. ELECTRICAL: PROVIDE ALL MATERIALS AND LABOR ASSOCIATED WITH COMPLETE OPERATIONAL ELECTRICAL DISTRIBUTION SYSTEM. MAJOR ITEMS OF WORK INCLUDE, BUT ARE NOT LIMITED TO:
- (a) ELECTRICAL SERVICE: TO REMAIN AS IS WITH MODIFICATIONS.

POLE SHALL BE 20 FOOT ROUND TAPERED ALUMINUM & RATED FOR 102MPH WINDS. PROVIDE POLE WITH A VIBRATION DAMPER.

PROVIDE A DARK BRONZE FINISH.

- (b) EXTERIOR ATHLETIC LIGHTING SYSTEMS: PROVIDE LED TYPE, INCLUDING CONTACTORS, CONTROL PANELS, POLES, ETC. AS NOTED ON
- (c) POWER SYSTEMS: PROVIDE MISCELLANEOUS DUPLEX RECEPTACLES.
- (d) COMMISSIONING: PROVIDE FOR THE LIGHTING EQUIPMENT AND LIGHTING CONTROLS AS REQUIRED PER IECC 2018.

No. REVISIONS BY

GMS ARCHITECTS

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MPU

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05.30.2024

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1126 SOUTH COMMERCE ST. HARLINGEN, TX PHONE: 956-230-3435 TEXAS REGISTERED

SI	<del>1</del> 1														
ROOM MOUN FED NOTE	ITING SUFROM EX	JRFACE (ISTING P	DP-2 WRITTEN AS B	<del>]</del> 1	VOLTS BUS AMI NEUTRAL CTORY.	PS 100		4W		1	AIC 35,000 MAIN BKR 7 LUGS STANI				
CKT	CKT				L	OAD KV	Α	СКТ	CKT				L	OAD KV	Α
#	BKR	CIRCUIT	DESCRIPTION		A	В	С	#	BKR	CIRCUIT	DESCRIPTION	1	Α	В	С
1	20/2	POLE T	l		1.98			2	20/2	POLE T2	2		1.98		
3	00 (0	DOLE T	4			1.98	4.00	4	00 (0	DOLE T	-			1.98	4.00
5 7	20/2	POLE T	7		   1.98		1.98	6 8	20/2	POLE T3	5		1.98		1.98
9	15/2	PACKAG	ED POWER SU	IPPI Y	1.90	1		10	20/2	SPARE			1.90	0	
11	1	SL1	LD I OWER OF		İ	•	0.72	12	20/2	0171112		İ			0
13	20/1	SPACE			0			14	20/1	SPACE		Ì	0	•	
15	20/1	SPACE			İ	0		16	20/1	SPACE		Ī		0	
17	20/1	SPACE					0	18	20/1	SPACE					0
•									TO	TAL CONN	NECTED KVA	BY PHASE	7.93	4.96	4.68
			CONN KVA	CALC KV	/A						CONN KVA	CALC KVA			
LIGH	ΠNG		15.9	19.8	(12	5%)		RECEP CONTII	TACLES NUOUS			1.62 0.125	•	8 1.98 1.98 8 0 0 0 0	
									LOAD ICED 3-PH	ASE LOAD		21.6 25.9 A			

|--|

ROOM	OUTDO	ORS		VC	LTS	240/120	OV 2P 3	W		AIC 18,000		
	ITING SU FROM T- PROVID	-SL1	WRITTEN AS	BU NE	BUS AMPS 60 NEUTRAL 100% DIRECTORY.				MAIN BKR 30 LUGS STANDARD			
СКТ	CKT					LOAD	KVA	СКТ	CKT		LOAD	KVA
#	BKR	CIRCUIT	DESCRIPTION			Α	В	#	BKR	CIRCUIT DESCRIPTION	Α	В
1	20/1	RECEPT.				0.18		2	20/1	RECEPT.	0.18	
3	20 <i>/</i> 1	RECEPT.				İ	0.18	4	20/1	RECEPT.	Ť	0.18
5	20/1	RECEPT.				0.18		6	20/1	RECEPT.	0.18	İ
7	20/1	RECEPT.				Ī	0.18	8	20/1	RECEPT.	Ī	0.18
9	20/1	SPORTS	LIGHTING CAE	BINET		0.1		10	20/1	RECEPT.	0.18	
11	20/1	SPARE					0	12	20/1	SPARE		0
13	20/1	SPARE				0		14	20/1	SPARE	0	
15	20/1	SPARE					0	16	20/1	SPARE		0
										TOTAL CONNECTED KVA BY PHASE	1	0.72
			CONN KVA	CALC KVA		•	•	•		CALC KVA	•	
RECE	PTACLES		1.62	1.62	— (50	%>10)		TOTAL	LOAD	1.75		
CONT	TINUOUS		0.1	0.125	(12	5%)		BALAN	CED LOAD	7.27 A		

<sup>1.</sup> PROVIDE NEMA 4X STAINLESS STEEL OUTDOOR ENCLOSURE.

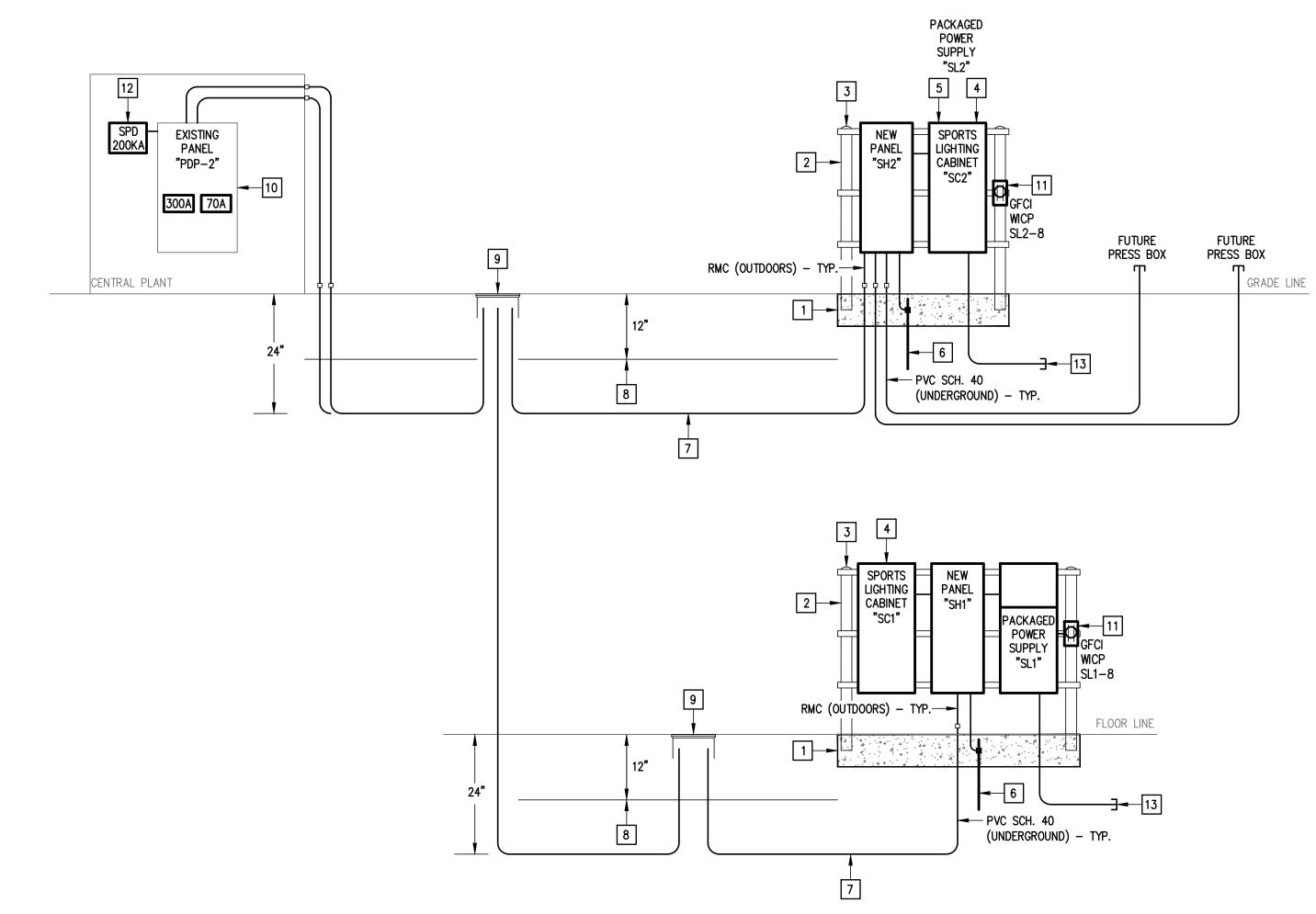
<sup>2.</sup> PROVIDE PACKAGED POWER SUPPLY WITH INTEGRAL 5KVA TRANSFORMER, 15A/2P 480V PRIMARY M.C.B. AND 30A/2P 240V SECONDARY M.C.B.

SI	<del>1</del> 2													
MOUN		JRFACE XISTING PE	DP-2 /RITTEN AS B		VOLTS BUS AMI NEUTRAL CTORY.	PS 225	5	4W		AIC 35,000 MAIN BKR 2 LUGS STANE				
СКТ	CKT				L	OAD KV	'A	СКТ	CKT			L	OAD KV	Α
#	BKR	CIRCUIT	DESCRIPTION		Α	В	С	#	BKR	CIRCUIT DESCRIPTION	l	Α	В	С
1	40/2	POLE F1			6.4			2	40/2	POLE F2		6.56		
3 5 7	30/2	POLE F4			5.74	6.4	5.74	6 8	 40/2	POLE F3		6.56	6.56	6.56
9 11	30/2 	POLE A1			5.74	3.9	3.9	10	20/2 	POLE A2		0.56	3.23	3.23
13 15	30/2 	POLE B1			4.4	4.4		14 16	30/2 	POLE B2		4.4	4.4	
17 19	30/2 	POLE C1			4.75		4.75	18 20	30/2 	POLE C2		4.75		4.75
21 23	20/2 	SL2	D POWER SU	PPLY		0	0.28	22 24	60/2 	FUTURE PRESS BOX			2.44	3.02
25 27	60/2		PRESS BOX		2.44	3.02		26 28	20/2	LIGHTING		0.044	0.044	
29	20/1	SPACE					0	30	20/1	SPACE TAL CONNECTED KVA	DV DUACE	46	34.4	0 32.2
			CONN KVA	CALC K	<u> </u> /Δ				10	CONN KVA	CALC KVA		34.4	32.2
	CONN KVA   CALC   IGHTING   102   127   ARGEST MOTOR   3.33   0.832				(125%) (25%)			RECEPTACLES 2.34 CONTINUOUS 2.1 COOLING 6.66			2.34 2.63 6.66	(50%>10) (125%) (100%)		
								TOTAL BALAN		IASE LOAD	139 168 A	_		

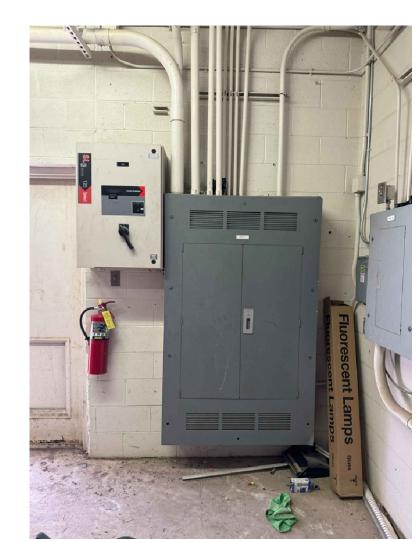
<sup>1.</sup> PROVIDE A NEMA 4X STAINLESS STEEL OUTDOOR ENCLOSURE.

SL	_2										
			BUS NEU	TS 240/120 S AMPS 60 JTRAL 100% TORY.		5W		AIC 18,000 MAIN BKR 30 LUGS STANDARD			
СКТ	CKT			LOAD	KVA	СКТ	CKT		LOAD	KVA	
#	BKR	CIRCUIT DESCRIPTION		Α	В	#	BKR	CIRCUIT DESCRIPTION	Α	В	
1 3 5 7 9 11	20/1 20/1 20/1 20/1 20/1 20/1 20/1	SPARE SPARE SPARE SPORTS LIGHTING CAE SPACE SPACE SPACE SPACE	BINET	0 0	0 0.1	2 4 6 8 10 12	20/1 20/1 20/1 20/1 20/1 20/1 20/1	SPARE SPARE SPARE RECEPT. SPACE SPACE SPACE	0 0 0	0.18	
15	20/1	SPACE			0	16	20/1	SPACE	•	0	
		1						TOTAL CONNECTED KVA BY PHASE	0	0.28	
		CONN KVA	CALC KVA	•	,	•		CALC KVA		•	
	PTACLES INUOUS	0.18 0.1	0.18 0.125	(50%>10) (125%)		TOTAL BALAN	LOAD CED LOAD	0.305 1.27 A			

1. PROVIDE NEMA 4X STAINLESS STEEL OUTDOOR ENCLOSURE. 2. PROVIDE PACKAGED POWER SUPPLY WITH INTEGRAL 5KVA TRANSFORMER, 15A/2P 480V PRIMARY M.C.B. AND 30A/2P 240V SECONDARY M.C.B.



# 01 ELECTRICAL RISER DIAGRAM



02 PANELBOARD "PDP-2" IMAGE

# ELECTRICAL RISER DIAGRAM **KEYED NOTES:**

- 1 PROVIDE 24" WIDE X 36" LONG X 24" DEEP (4" ABOVE GRADE)
  CONCRETE FOOTING WITH #4 REBAR WELDED.
- 2 PROVIDE HOT-DIPPED GALVANIZED H-FRAME STRUCTURE FOR ELECTRICAL EQUIPMENT.
- PROVIDE 4" DIA. X 6' (ABOVE GROUND) HOT DIP GALVD. STEEL PIPE WITH CAP.
- CONNECT SPORTS LIGHTING CABINET; BRANCH CIRCUIT: 1/2" 2#12 & #12G.
- 5 PROVIDE PACKAGED POWER SUPPLY "SLM" ON BACK SIDE OF RACK.
- 6 PROVIDE 3/4"X 10' COPPER CLAD GROUND ROD AND 3/4" #2 BARE COPPER GROUND ELECTRODE CONDUCTOR.
- 7 SEE FEEDER SCHEDULE.
- 8 PROVIDE CONTINUOUS DETECTABLE UNDERGROUND WARNING TAPE.
- 9 PROVIDE POLYMER CONCRETE PULLBOX.
- EXISTING 800A, 277/480V, 3Ø, 4W, SQUARE "D" I-LINE PANELBOARD. CONNECT NEW PANELBOARD "SH1" TO EXISTING 70A/3P SPARE BREAKER. CONNECT NEW PANELBOARD "SH2" TO EXISTING 300A/3P SPARE BREAKER.
- 11 PROVIDE SURFACE MOUNTED TO SUPPORT STRUCTURE.
- DISCONNECT AND REMOVE EXISTING SPD. PROVIDE 200KA EXTERNAL MOUNTED SPD CURRENT TECHNOLOGY MODEL SL3-200-480-3Y-MD-X-M2-F. BRANCH CIRCUIT 3/4" 4#6 &
- PROVIDE 3-1" RACEWAYS WITH PULLWIRE FROM PACKAGED POWER SUPPLY STUBBED-OUT AND CAPPED.

# FEEDER SCHEDULE:

FEEDER AMPS	CONDUIT AND FEEDER	FEEDING THESE DEVICES
15	1/2" - 2#12 & #12G	SL1, SL2
70	2" - 4#3 & #8G	SH1
225	4" - 4#250KCMIL & #4G	SH2

SIZING METHOD: COPPER 75°C



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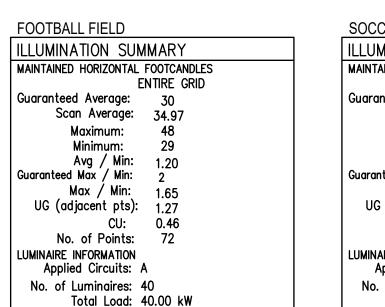
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SOCCER
ILLUMINATION SUMMARY
MAINTAINED HORIZONTAL FOOTCANDLES
ENTIRE GRID
Guaranteed Average: 30
Scan Average: 34.92
Maximum: 43
Minimum: 29
Avg / Min: 1.18
Guaranteed Max / Min: 2.5
Max / Min: 1.46
UG (adjacent pts): 1.22
CU: 0.38
No. of Points: 72
LUMINAIRE INFORMATION
Applied Circuits: A
No. of Luminaires: 40
Total Load: 40.00 kW

32.45

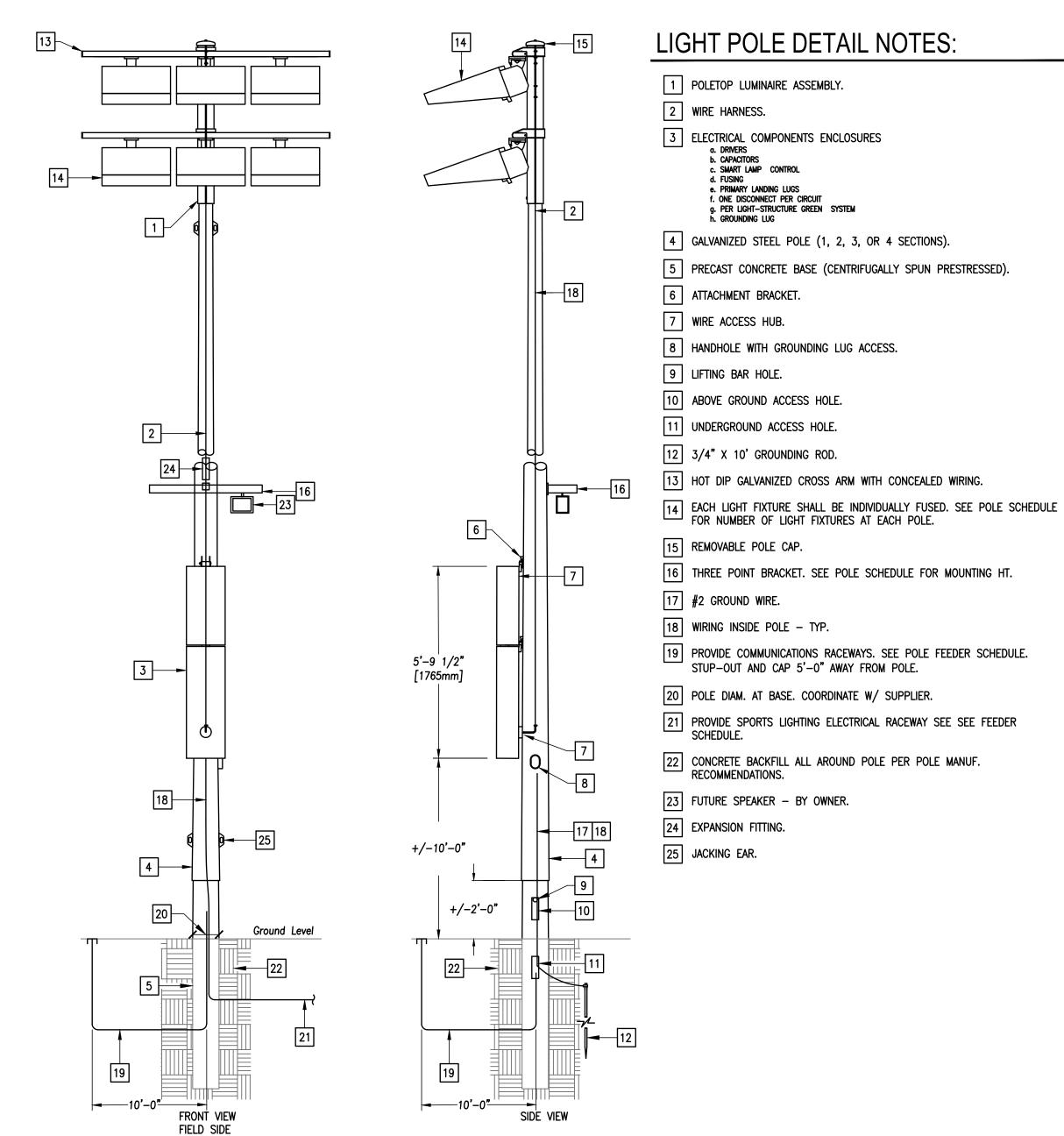
23 1.41

2.12

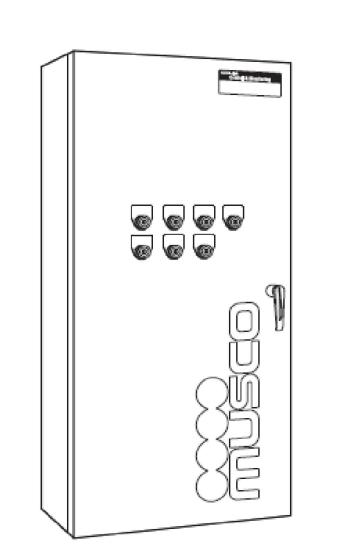
FRACK	BASEBALL FIELD
LLUMINATION SUMMARY	ILLUMINATION SUMMARY
IAINTAINED HORIZONTAL FOOTCANDLES ENTIRE GRID	MAINTAINED HORIZONTAL FOOTCANDLES INFIELD
Scan Average: 15.15  Maximum: 27	Guaranteed Average: 50 Scan Average: 53.95
Minimum: 8 Avg / Min: 1.95	Maximum: 69 Minimum: 41
Max / Min: 3.51 UG (adjacent pts): 0.00 CU: 0.12	Avg / Min: 1.31 Guaranteed Max / Min: 2 Max / Min: 1.68
CU: 0.12 No. of Points: 43	UG (adjacent pts): 1.25
UMINAIRE INFORMATION Applied Circuits: A	CU: 0.74 No. of Points: 25
No. of Luminaires: 40 Total Load: 40.00 kW	LUMINAIRE INFORMATION Applied Circuits: B
	No. of Luminaires: 38 Total Load: 41.32 kW

TENNIS COURT
ILLUMINATION SUMMARY
MAINTAINED HORIZONTAL FOOTCANDLES ENTIRE GRID
Guaranteed Average: χχ Scan Average: χχχχ
Maximum: X
Minimum: X   Avg / Min: χ.χχ
Guaranteed Max / Min: X,X  Max / Min: X,XX
UG (adjacent pts): XXX
CU: X.XX No. of Points: XX
LUMINAIRE INFORMATION Applied Circuits: X
No. of Luminaires: XX

Total Load: XX.XXkW



	TYDICAL CDODTC LICHTING
	TYPICAL SPORTS LIGHTING
01 _	LIGHT POLE DETAIL
	A L E : NOT TO SCALE



MUSCO CONTROL-LINK 02 CONTACTOR CABINET IMAGE

a. DRIVERS
b. CAPACITORS
c. SMART LAMP CONTROL
d. FUSING
e. PRIMARY LANDING LUGS
f. ONE DISCONNECT PER CIRCUIT
g. PER LIGHT-STRUCTURE GREEN SYSTEM
h. GROUNDING LUG

TYPE	MODEL	VOLTS	SOURCE	WATTS	LUMENS	LUMENS MAINTENANCE	HOURS
SL1	MUSCO: TLC-BT-LED-575	480/1/60	LED 5700K - 75 CRI	575W	52,000	L80	120,000
SL2	MUSCO: TLC-LED-1200	480/1/60	LED 5700K - 75 CRI	1170W	150,000	L80	120,000
SL3	MUSCO: TLC-BT-1500	480/1/60	LED 5700K - 75 CRI	1410W	181,000	L80	120,000
SL4	MUSCO: TLC-BT-550	480/1/60	LED 5700K - 75 CRI	540W	67,000	L80	120,000
SL5	MUSCO: TLC-LED-900	480/1/60	LED 5700K - 75 CRI	880W	104,000	L80	120,000

### SPORTS FIELDS - FEEDER SCHEDULE

SPORTS LIGHTING FIXTURE SCHEDULE

POLES	FLA	VOLTS	APPROX DIST	%VD	FEEDER	NOTES
FOOTBALL FIELD						
F1	26.68	480V/1ø	572'	2.98	3/4" - 3#6 & #10G	1-5
F2	27.31	480V/1ø	785'	2.73	1" — 3#4 & #8G	1-5
F3	24.53	480V/1ø	368'	2.75	3/4" - 3#8 & #10G	1-5
F4	23.9	480V/1ø	158'	1.74	3/4" - 3#10 & #10G	1-5
BASEBALL FIELD						
A1	16.23	480V/1ø	882'	2.80	3/4" - 3#6 & #10G	1-5
A2	13.45	480V/1ø	1038'	2.73	3/4" - 3#6 & #10G	1-5
B1	18.34	480V/1ø	699'	2.50	3/4" - 3#6 & #10G	1-4
B2	18.34	480V/1ø	1181'	2.75	1" — 3#4 & #8G	1-4
C1	19.79	480V/1ø	544'	2.10	3/4" - 3#6 & #10G	1-4
C2	19.79	480V/1ø	849'	2.14	1" — 3#4 & #8G	1-4
TENNIS COURTS						
T1	8.26	480V/1ø	415'	1.58	3/4" - 3#10 & #10G	1-5
T2	8.26	480V/1ø	172'	0.66	3/4" - 3#10 & #10G	1-5
Т3	8.26	480V/1ø	88'	0.34	3/4" - 3#10 & #10G	1-5
T4	8.26	480V/1ø	331'	1.26	3/4" - 3#10 & #10G	1-5

- FEEDER DISTANCES ARE FOR VOLTAGE DROP CALCULATIONS ONLY, NOT FOR BIDDING PURPOSES.
   DONT SPLICE WIRING BELOW GRADE, PROVIDE ABOVE GRADE CAST ALUMINUM BOXES AT POLE BASE.
- 3. PROVIDE PULLBOXES AS REQUIRED, SIZE PER NEC
- 4. SIZE PULL AND SPLICE BOXES PER NEC. PROVIDE WHERE REQUIRED FOR PULLING NEEDS
- 5. PROVIDE 1" RACEWAY WITH PULLWIRE (PUBLIC ADDRESS). STUB-OUT AND CAP. PROVIDE THREE POINT BRACKET MOUNTED AT 40'-0" ABOVE

### SPORTS LIGHTING - POLE SCHEDULE

DESIG	POLE	MOUNTING	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF	NO. OF	CONTACTOR I.D.
	HT.	HT.	FIXTURES "SL1"	FIXTURES "SL2"	FIXTURES "SL3"	FIXTURES "SL4"	FIXTURES "SL5"	DRIVERS	/AMPS/ZONE
FOOTBALL FIE	LD								
F1	70 FT	70 FT	_	7	_	1	-	8	C1/30/1
		60 FT	_	_	_	1	_	1	
		16 FT	2	_		_		2	
F2	70 FT	70 FT	_	6	1	1	_	8	C2/30/1
		60 FT	_	_	_	1	_	1	]
		16 FT	2	_	_	_	_	2	
F3	70 FT	70 FT	_	6	1	_	_	7	C3/30/1
		16 FT	2	_	_	_	_	2	
F4	70 FT	70 FT	_	7	_	_	_	7	C4/30/1
		16 FT	2	-	-	_	-	2	
BASEBALL FIE	ELD								
A1	70 FT	70 FT	-	4	ı	2	ı	6	C5/30/2
		18 FT	1	-	-	2	-	1	
A2	70 FT	70 FT	-	4	1	_	ı	4	C6/30/2
		18 FT	1	ı	1	_	ı	1	
B1	80 FT	80 FT	-	2	3	_	ı	5	C7/30/2
		16 FT	1	-	-	_	-	1	
B2	80 FT	80 FT	_	2	3	_	-	5	C8/30/2
		16 FT	1	-	-	_	_	1	
C1	70 FT	70 FT	_	2	3	_	-	5	C9/30/2
		16 FT	2	_	_	_	_	2	]
C2	70 FT	70 FT	_	2	3	_	_	5	C10/30/2
		16 FT	2	-	-	_	_	2	
TENNIS COUR	RT								
T1	60 FT	60 FT	-	2	1	-	1	3	C11/30/3
T2	60 FT	60 FT	-	2	-	_	1	3	C12/30/3
T3	60 FT	60 FT	_	2	ı	_	1	3	C13/30/3
T4	60 FT	60 FT	_	2	-	_	1	3	C14/30/3



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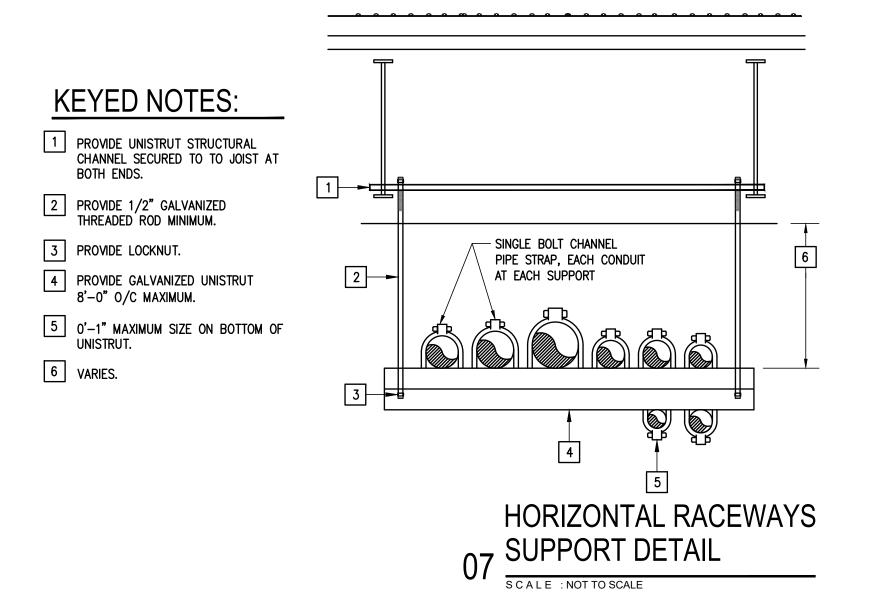
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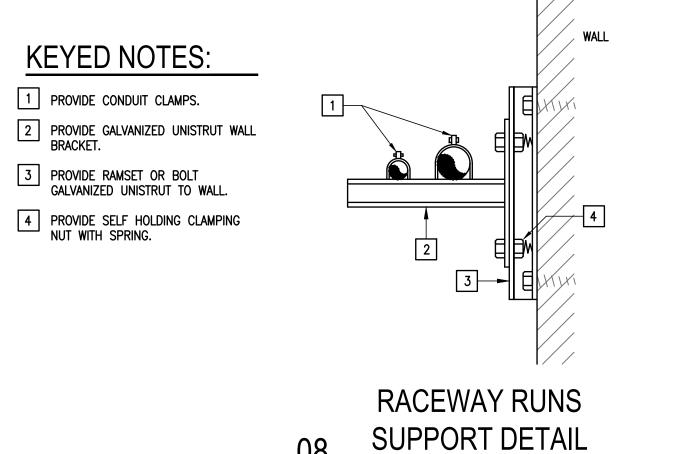
**AMPUS** 

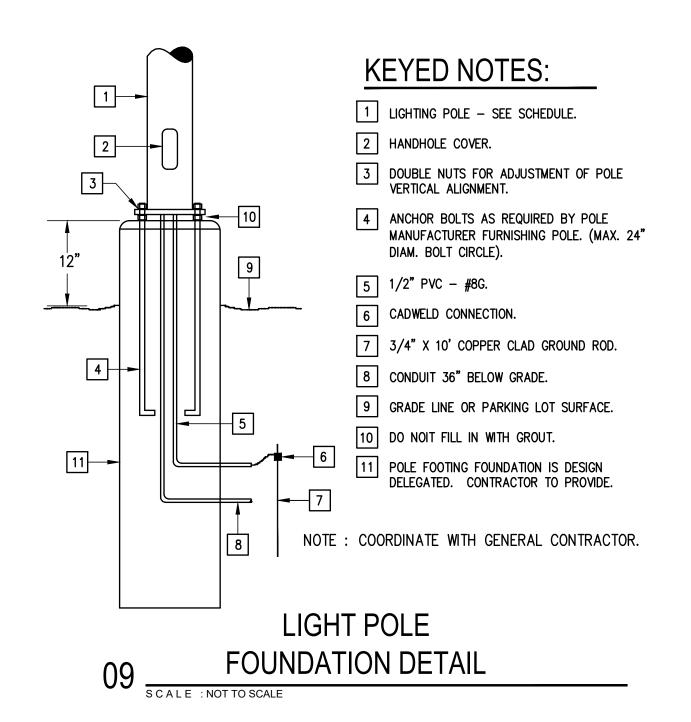


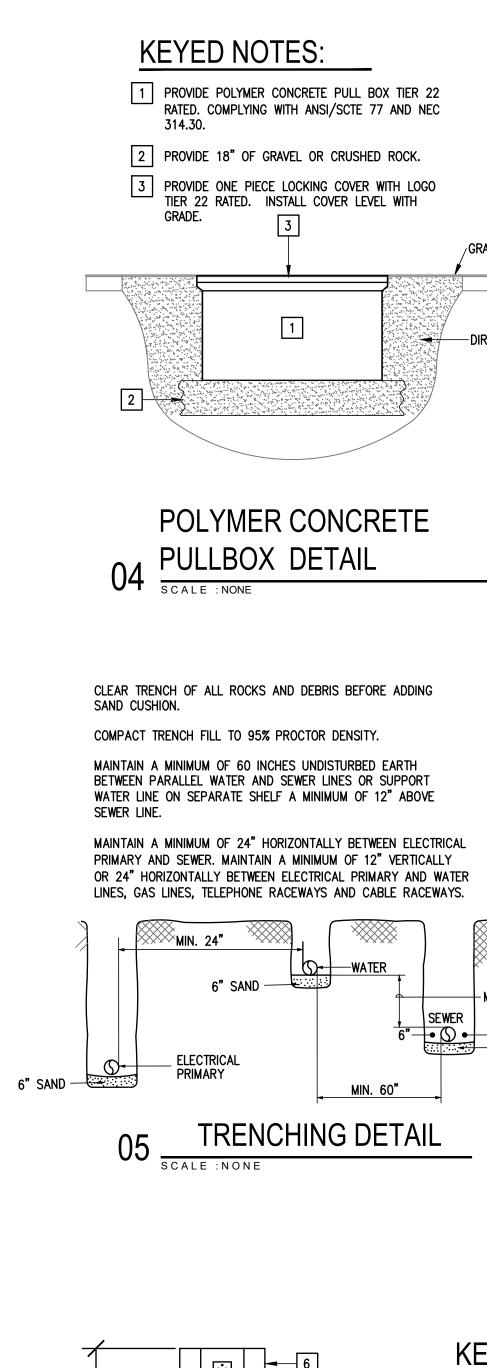
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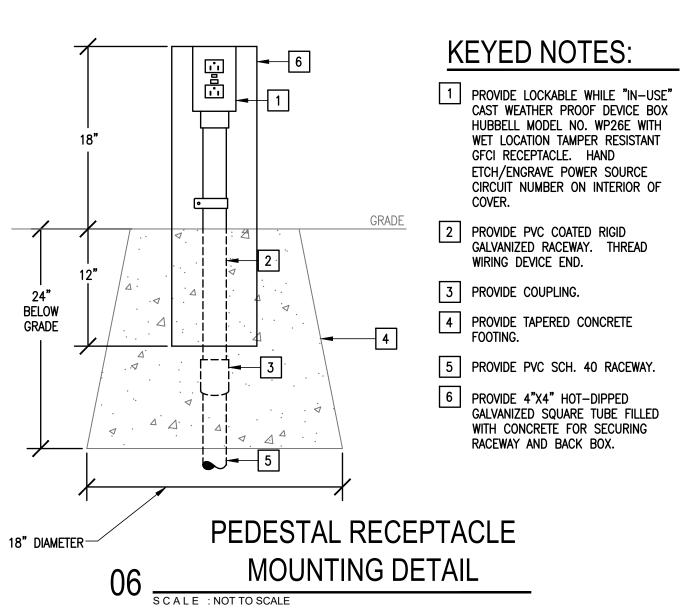
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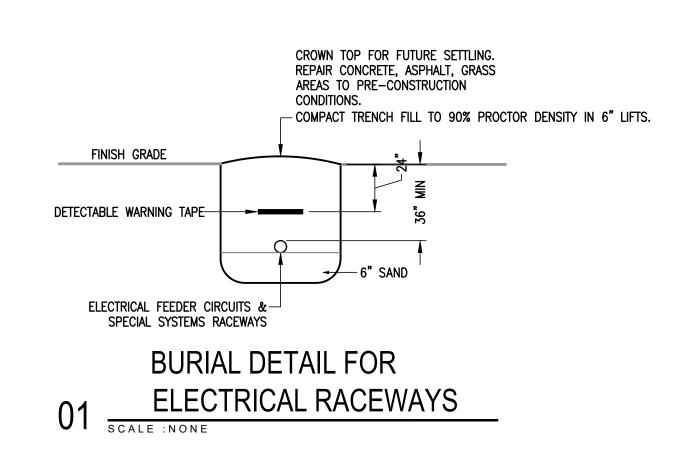


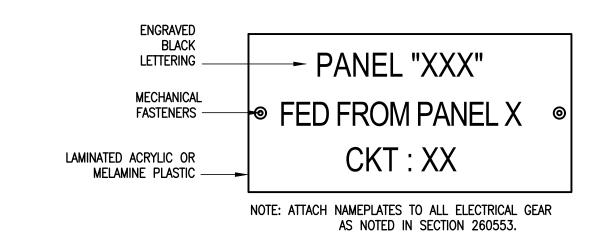












02 EQUIPMENT IDENTIFICATION LABEL DETAIL
SCALE: NOT TO SCALE



PACKAGED POWER SUPPLY
03 SQUARE "D" MINI POWER ZONE IMAGE



SOUTH TEXAS ISD

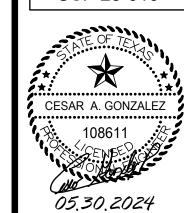
NEW SPORT FIELDS AT EDINBURG CAMPUS

No. REVISIONS BY

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> EDINBURG CSP 25-010



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Architects-Planners
Interior Designers

Date:

March 30, 2024
Scale:
As Noted

Sheet: AE5.01



# Vendor Forms



# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e y	you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.								
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's entity's name on line 2.)	s name	on lir	ie 1, an	d ente	r the bi	usiness	disreg	arded
2 Business name/disregarded entity name, if different from above.										
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.    Individual/sole proprietor   C corporation   S corporation   Partnership   Trust/estate   Exemptions (codes apply certain entities, not indivise instructions on page   LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)   Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.    Other (see instructions)   Other (see instructions)   Trust/estate, or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions   Requester's name and address (optional)								ndividua age 3): ny)	ils;	
Print or type. c Instruction		<ul><li>classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the box for the tax classification of its owner.</li><li>Other (see instructions)</li></ul>	approp	oriate	Cor		ce Act (	Foreign (FATCA		
Pr Specific I	3b	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax class and you are providing this form to a partnership, trust, or estate in which you have an ownership interes this box if you have any foreign partners, owners, or beneficiaries. See instructions	t, ched		0			counts r United		
See	5	5 Address (number, street, and apt. or suite no.). See instructions.	iester's	s name	e and a	ddres	s (optio	nal)		
	6	6 City, state, and ZIP code								
	7	7 List account number(s) here (optional)								
Par	t I	Taxpayer Identification Number (TIN)								
Enter	νοι	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Sc	ocial s	ecurity	numl	oer			
backu reside	p v nt a	withholding. For individuals, this is generally your social security number (SSN). However, for a t alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>			_			-		
TIN, la	-		or							_
		the account is in more than one name, see the instructions for line 1. See also What Name and r To Give the Requester for guidelines on whose number to enter.	Er	nploy	er iden	tificat	ion nui	nber		
Par	t II	I Certification	l		l					-
Unde	pe	penalties of perjury, I certify that:								
1. The	nu	number shown on this form is my correct taxpayer identification number (or I am waiting for a num	nber to	o be i	ssued	to me	e); and	i		
Ser	vice	not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have ce (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divi nger subject to backup withholding; and								
3. I ar	ı a	a U.S. citizen or other U.S. person (defined below); and								
4. The	FΑ	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is c	orrect	t.						
becau	se y	ation instructions. You must cross out item 2 above if you have been notified by the IRS that you are by you have failed to report all interest and dividends on your tax return. For real estate transactions, it ion or abandonment of secured property, cancellation of debt, contributions to an individual retirement	em 2 d	does i	not ap	oly. Fo	or mort	tgage i	nteres	

other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

#### **General Instructions**

Signature of

U.S. person

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

#### What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Date

### **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Name of Officer	
Describe each employment or other business relationship with the local government offi officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or liother than investment income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?  Yes No  Describe each employment or business relationship that the vendor named in Section 1 m	h the local government officer. h additional pages to this Form  kely to receive taxable income, tincome, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(b) (B), excluding gifts described in Section 176.003(a)(b) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B	
7	
Signature of vendor doing business with the governmental entity	Date

### **Conflict of Interest Questionnaire - EXAMPLE PAGE**

All individuals or companies being paid by STISD are REQUIRED to complete this form

### **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local	governmental entity	
This questionnaire reflects changes made to the la	aw by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Charhas a business relationship as defined by Section 176. vendor meets requirements under Section 176.006(a).		
By law this questionnaire must be filed with the records at than the 7th business day after the date the vendor becofiled. See Section 176.006(a-1), Local Government Code	mes aware of facts that require the statement to	
A vendor commits an offense if the vendor knowingly vio offense under this section is a misdemeanor.	lates Section 176.006, Local Government Code.	An
1 Name of vendor who has a business relations	hip with local governmental entity.	
Individual or compar	ny name goes here	
completed questionnaire with the appropri you became aware that the originally file	e to a previously filed questionnaire. (The la iate filing authority not later than the 7th bus d questionnaire was incomplete or inaccur	if you have an outside personal
Name of local government officer about whon	n the information is being disclosed.	works at STISD, list their name
		here. If there is no pre-existing
	Name of Officer	relationship, write N/A here.
other than investment income, from Yes  B. Is the vendor receiving or likely	(A). Also describe any family relationship tent or business relationship described. A life you have a person business arrangeme STISD, please described and answer question or a family member of the officer receiving the vendor?  No  No  No  No  No	al relationship or nt with anyone at ribe it in this section, as A and B.  or likely to receive taxable income, able income is not received from the
other business entity with respect to which ownership interest of one percent or more.  Check if applicable	Complete this section if applica	an officer or director, or holds an ble.
as described in Section 176.003(a)(2	the local government officer or a family men 2)(B), excluding gifts described in Section	
Signature & date	e required from ALL VENDORS	
Signature of vendor doing business with the	ne governmental entity	Date

# CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

CERTIFICATE OF INTE	RESTED PARTIES		F	ORM 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6		S.	OFFIC	E USE ONLY
Name of business entity filing form, a entity's place of business.	business			
Name of governmental entity or state which the form is being filed.	act for			
3 Provide the identification number use and provide a description of the serving the serving and provide and provi				
4 Name of Interested Party	City, State, Country (place of business)		re of Interest (	(check applicable)
		Со	ntrolling	termediary
		GTA		
	THE	<b>5</b> .		
	T WWW.ETHICS			
- E	7"			
5 Check only if the NO Interest	ed Party.			
6 UNSWORM DECLARATION MIN name is	, and my	date of birth is _		
My address is(street)  I declare under penalty of perjury that the fore	(city	) (sta	te) (zip code	) (country)
Executed in County, S		day of	, 20	
		(mo	onth) (ye	ear)
	Signature of autho	rized agent of c (Declarant		ess entity
ADD	ADDITIONAL PAGES AS NE	ECESSARY	1	

# SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT NON-COLLUSIVE BIDDING CERTIFICATE BID ACCEPTANCE FORM

By submission of this bid or proposal, the Bidder certifies that:

- 1. The undersigned affirms that they are duly authorized to execute this contract;
- 2. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 3. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 4. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 5. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

FIRM NAME
DOING BUSINESS AS (dba)
ADDRESS
CITY, STATE, ZIPCODE
TELEPHONE NUMBER
FAX NUMBER
EMAIL ADDRESS
SIGNATURE FO COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL
COMPANY OFFICIAL (PRINT NAME)
OFFICIAL TITLE/POSITION



#### 1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation, butthe company representative must check off a selection below (A, B, or C).

Initial where applicable.		
A. My company is a publ	icly-held corporation; therefore, this reporting requirement is not applicable	
B. My company is not ov	vned nor operated by anyone who has been convicted of a felony	
C. My compnay is owned Name of Felon(s):	d and operated by the following individual(s) who has/have been convicted of a felony:	
Details of Conviction(s):		
2. Criminal History Record Ir	nformation Review of Certain Contract Employees	_
By signing below, the Bidder	agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract	

Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

OR	contact with students throughout the term of the Contract.
	contest with students throughout the town of the Contract
	my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct
	will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that
	None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or

Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

#### 3. Debarment and Suspension

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "CONFIDENTIAL" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.



5. Declaration of Business Location- TEC 44.031(b)(8)						
By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:						
A. Has its principal place of business in the State of Texas; <b>OR</b>						
B. Employs at least 500 persons in the State of Texas; <b>OR</b>						
C. Principal place of business is not in the State of Texas:						
(City, State)						
6. Owner(s) Name of Business						
By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A)						
7. Delinquent Taxpayers In accordance with law, the District shall not enter a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.  I am not a delinquent taxpayer to South Texas ISD I am a delinquent taxpayer to South Texas ISD (Your bid may be disqualified if your debt is not cleared prior to award.)						
8. Texas Historically Underutilized Businesses (HUB)- TEC 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and						
Labor Surplus Area Firm						
Contractor certifies the Bidder's company is HUB certified with the State of Texas.  I am an active certified HUB vendor. HUB expiration date:						
Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms						
I am neither.						
9. Buy American Provisions						
By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.						
10. Prohibition on Contracts with Companies Boycotting Israel- HB89						
By signing below, pursuant to Texas Government Code, Chapter 2270, {Vendor} represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.						

#### 11. Non Collusion Statement

By signing below, {Proposer} certifies and represents to South Texas ISD that {Proposer} has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Section 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the {Proposer} also certifies and represents that



Proposer} has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the {Proposer} certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal; the {Proposer} further certifies and represents that {Proposer} has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal; the {Proposer} certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

#### 12. Prohibition on Contracts with Companies Engaged with Iran, Sudan or Foreign Terrorist Organization- SB252

By signing below, {Vendor} hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

#### 13. Applicable to Grants, Subgrants, Cooperative Contracts, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.
- 2. If any funds other than Federal 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 Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
- **3.** The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

#### 14. Equal Employment Opportunity

In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### 15. Rights to Inventions Made Under a Contract or Agreement



To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

#### 16. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 17. Byrd Anti-Lobbying Amendment (31 U.S.C.§ 1352)

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Proposer.

#### 18. Access to Records

Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Proposer that are directly pertinent to Proposer's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

#### 19. Applicability to Selected Vendors

Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

I, the undersigned agent for the firm named below, certify that the information stated above has been reviewed by me and the information furnished is true to the best of my knowledge.

Vendor Name:
Address, City, State, Zip Code:
Phone Number:
Printed Name of Authorized Representative:
Title of Authorized Representative:
Email Address:
Signature of Authorized Representative:
Date:



Phone: 956.565.2454 Web: www.stisd.net

7001 E. Expressway 83, Mercedes, TX 78570

### **ACH Vendor Direct Deposit Form**

Accounting/ACH Contact Name  Email Address for Remittance Advice *Required*  Phone Number  Section 2: Financial Institution Information (all information is REQUIRED)  Financial Institution Name  Financial Institution Address  City  State  Zip Co  Routing Transit Number**  Customer Account Number  Type of Account  Checking  ** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is in  Submit a copy of voided check or bank verification with this form.  Section 3: Authorization for Direct Deposit Setup (REQUIRED)	Payee Name		TIN/EIN o	TIN/EIN or SS#		
Accounting/ACH Contact Name  Email Address for Remittance Advice *Required*  Phone Number  Section 2: Financial Institution Information (all information is REQUIRED)  Financial Institution Name  Financial Institution Address  City  State  Zip Co  Routing Transit Number**  Customer Account Number  Type of Account  Checking  ** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is in  Submit a copy of voided check or bank verification with this form.  Section 3: Authorization for Direct Deposit Setup (REQUIRED)  I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entrand if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) a identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.  This authorization is to remain in full force and effect until South Texas Independent School District has recewritten notification of its termination in such manner as to afford South Texas ISD and the Financial Institution reasonable opportunity to act on it.						
Accounting/ACH Contact Name  Email Address for Remittance Advice *Required*  Phone Number  Section 2: Financial Institution Information (all information is REQUIRED)  Financial Institution Name  Financial Institution Address  City  State  Zip Co  Routing Transit Number**  Customer Account Number  Type of Account  Checking  ** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is in  Submit a copy of voided check or bank verification with this form.  Section 3: Authorization for Direct Deposit Setup (REQUIRED)  I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entrand if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) a identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.  This authorization is to remain in full force and effect until South Texas Independent School District has rece written notification of its termination in such manner as to afford South Texas ISD and the Financial Institution reasonable opportunity to act on it.	Payment Address	City	State		Zip Code	
Email Address for Remittance Advice *Required*    Phone Number	-					
Section 2: Financial Institution Information (all information is REQUIRED)  Financial Institution Name  Financial Institution Address  City  State  Zip Co  Routing Transit Number**  Customer Account Number  Type of Account  Checking  ** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is in  Submit a copy of voided check or bank verification with this form.  Section 3: Authorization for Direct Deposit Setup (REQUIRED)  I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entrand if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) a identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.  This authorization is to remain in full force and effect until South Texas Independent School District has recewritten notification of its termination in such manner as to afford South Texas ISD and the Financial Institution reasonable opportunity to act on it.	Accounting/ACH Contact Name				1	
Financial Institution Name  Financial Institution Address  City  State  Zip Co  Routing Transit Number**  Customer Account Number  Type of Account  Checking  ** Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is in  Submit a copy of voided check or bank verification with this form.  Section 3: Authorization for Direct Deposit Setup (REQUIRED)  I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entrand if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) a identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.  This authorization is to remain in full force and effect until South Texas Independent School District has recewritten notification of its termination in such manner as to afford South Texas ISD and the Financial Institution reasonable opportunity to act on it.	Email Address for Remittance Advice *Required	d*	Phone Nun	nber		
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Authorized Signature Printed Name Date	reasonable opportunity to act on it.					
Additionized Signature Printed Name Date				T_		
	Authorized Signature	Drintad Marsa		Doto		



#### **Criminal History Record Information for Contracted Services**

#### CONFIDENTIAL

The Texas Education Code Section 22.0834 authorizes the District to obtain criminal history information on an employee of, or applicant for employment by, a person that contracts with the District to provide services if: the employee or applicant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The information requested belo	w is necessary to obtain criminal hi	istory record information	٦.
Vendor Name:			
Campus/Department Originating	g Contract:		
Last Name:	First Name	MI:	_
Social Security Number:	Date of Birth:		_
Sex: ( ) Male ( ) Female	Ethnicity: ( ) Black ( ) White	e/Other	
•	xas Independent School District to onal history record information that	•	orcement agency or
	nation you are providing about age, t but will be used solely for the pur	·	
Cignoture	Doto		
Signature	Date		