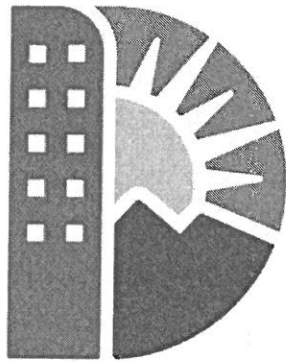


CITY AND COUNTY OF DENVER

STATE OF COLORADO



**DENVER**<sup>®</sup>  
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS / ENGINEERING  
DIVISION

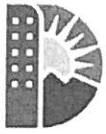
## **BID DOCUMENTS PACKAGE**

**Contract No. 201312377**

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**RED ROCKS RENOVATION SPOT BOOTH  
AND CONCESSIONS**

**August 8, 2013**



**DENVER**  
THE MILE HIGH CITY

**Department of Public Works**  
Engineering Division

Capital Projects Management – Dept. 506  
Right-of-Way Services – Dept. 507  
Policy and Planning – Dept. 509  
Traffic Engineering Services – Dept. 508

201 West Colfax Avenue  
Denver, CO 80202  
www.Work4Denver.com

**NOTICE OF APPARENT LOW BIDDER**

**Mark Young Construction, Inc.**  
**7200 Miller Place**  
**Frederick, CO 80504**

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on August 30, 2013, for work to be done and materials to be furnished in and for:

**CONTRACT NO 201312377 Red Rocks Spot Booth Concessions**

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The awards is based on Lump Sum Base Bid amount plus Add Alternate One, the total estimated cost thereof being: **One Million Four Hundred Twenty-Four Thousand Thirteen Dollars and No Cents (\$1,424,013.00).**

It will be necessary for you to appear forthwith at the office of the Department of Public Works, Contract Administration, 201 W. Colfax Ave., Dept 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Contract Administration within the time limit set forth in the Bid Proposal.

In accordance with the requirements set forth in the Contract Documents, you are required to furnish the following documents:

- a. Insurance Certificates: General Liability and Automotive Liability, Workman's Compensation and Employer Liability;
- b. One original plus two copies of the Power of Attorney relative to Performance and/or Payment Bond; and,

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section B1.12.2 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of Contract Compliance at (720-913-1700).



***Protecting the Present & Building the Future***  
Accountability, Innovation, Empowerment, Performance, Integrity,  
Diversity, Teamwork, Respect, Excellence, Safety

**NOTICE OF APPARENT LOW BIDDER**

PROJECT NO. 201312377

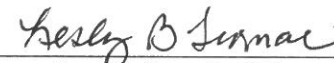
Page 2

The Bid Security submitted with your Bid, will be returned upon execution of the Contract and furnishing of the Performance Bond. In the event you should fail to execute the Contract and to furnish the performance Bond within the time limit specified, said Bid Security will be retained by the City and County of Denver as liquidated damages, and not as a penalty for the delay and extra work caused thereby.

Dated at Denver, Colorado this 9<sup>th</sup> day of Sept 2013.

CITY AND COUNTY OF DENVER

By



\_\_\_\_\_  
Jose M. Cornejo, P.E.

Manager of Public Works

JMC/tmg

cc: M.Gonzales (CAO), Gallagher (AUD), Schellinger (Treasury/Tax Compliance), DSBO Inbox, Mark Guerrero, M. Sheehan, R. Merritt (PW-Aud), PCO, File.

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
Engineering Division

**BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT**

**CONTRACT NO. 201312377**  
**RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

**BIDDER:** Mark Young Construction, Inc.

**ADDRESS:** 7200 Miller Place  
Frederick, CO 80504  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 201312377, RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated August 8, 2013.

The undersigned bidder acknowledges that a complete and final set of the Contract Documents for the referenced Project, the components of which are identified below, are bound and maintained as the record set of Contract Documents by the Contract Administration Division of the Department of Public Works and that this Record Set is available for examination by the undersigned bidder.

The undersigned bidder, having thoroughly examined each of the components identified below and contained in Contract Documents, **HEREBY SUBMITS THIS BID FORM AND SUBMITTAL PACKAGE**, fully understanding that the Contract Documents, as defined in Paragraph 1 of the contract, including this executed Bid Form and Submittal Package, constitute all of the terms, conditions and requirements upon which this submission is based and further understanding that, by submission of this Bid Form and Submittal Package, the City shall rely on the representations and commitments of the undersigned bidder contained herein.

The following completed documents comprising this Bid Form and Submittal Package will be included with and, by this reference, are expressly incorporated into the Contract Documents specified at Paragraph 1 of the Contract:

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- List of Proposed Minority/Woman Owned Business Enterprise(s)
- Commitment to Minority/Woman Owned Business Enterprise Participation
- Minority/Woman Owned Business Enterprise(s) of Intent
- Joint Venture Affidavit (if applicable)
- Joint Venture Eligibility Form (if applicable)
- Bid Bond
- Bidder / Contractor / Vendor / Proposer Disclosure Form
- Certificate of Insurance

The following designated documents constitute that portion of the Contract Documents made available by the Notice of Invitation for Bids, but not included in the Bid Form and Submittal Package:

- Notice of Invitation for Bids
- Instructions to Bidders
- Addenda (as applicable)
- Equal Employment Opportunity Provisions (Appendix A and Appendix F)
- Contract Form
- General Contract Conditions
- Special Contract Conditions
- Performance and Payment Bond
- Notice to Apparent Low Bidder
- Notice to Proceed
- Contractor's Certification of Payment Form
- Final/Partial Lien Release Form
- Final Receipt
- Change Orders (as applicable)
- Federal Requirements (as applicable)
- Prevailing Wage Rate Schedule(s)
- Technical Specifications
- Contract Drawings
- Accepted Shop Drawings

The undersigned bidder expressly assumes responsibility for the complete contents of these designated documents as bound together with the Bid Form and Submittal Package submitted herewith and designated the Contract Documents.

IN WITNESS WHEREOF, the undersigned bidder has signed personally or by duly authorized officer or agent and duly attested.

**BIDDER:**

Name: Mark Young Construction, Inc.

By:  David Guida

Title: President

**ATTEST:**

By: 

[SEAL]

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
Engineering Division**

**BID FORM**

CONTRACT NO. 201312377

**RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

**BIDDER** Mark Young Construction, Inc.

**TO:** The Manager of Public Works  
City and County of Denver  
c/o Contract Administration  
201 West Colfax, Dept. 614  
Denver, Colorado 80202

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **August 8, 2013**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201312377, RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

The following documents, which taken as a whole constitute the Contract Documents for this Project, and which are incorporated herein, by reference, were made available to the Bidder as provided in the Advertisement of Notice of Invitation for Bids, were received by the bidder, and form the basis for this bid:

- Advertisement of Notice of Invitation for Bids*
- Instructions to Bidders*
- Commitment to M/WBE Participation*
- Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C.*
- Bid Bond*
- Addenda (as applicable)*
- Equal Employment Opportunity Provisions (Appendix A and Appendix F)*
- Bid Form*
- Contract Form*
- General Contract Conditions*
- Special Contract Conditions*
- Performance and Payment Bond*
- Notice to Apparent Low Bidder*
- Notice to Proceed*
- Contractor's Certification of Payment Form*
- Final/Partial Lien Release Form*
- Final Receipt*
- Change Orders (as applicable)*
- Federal Requirements (as applicable)*
- Prevailing Wage Rate Schedule(s)*
- Technical Specifications*
- Contract Drawing*
- Accepted Shop Drawings*
- Certificate of Insurance*

**Total Lump Sum Base Bid Amount of:**

Nine hundred Eighty Four Thousand One hundred Seventeen  
Dollars & no/100  
Dollars (\$ 984,117.00 )

(Lump sum bid amount shall include a Lump Sum Allowance of \$50,000.00 to remove pulpit rock concession stand. Open book justification will be required for all costs)

**ADD ALTERNATE**

#1 - Add Lower Beer Garden in the amount of:

Four Hundred Thirty-Nine thousand Eight Hundred  
Ninety Six Dollars & no/100 Dollars (\$ 439,896.00 )

**SUPPLEMENTAL PRICING DISCLOSURE**

75% rock excavation and 25% earth excavation for all excavations:

Unit Price/SY for Rock excavation: Two thousand three hundred fifty eight. Dollars (\$ 2358.00 )

Unit Price/SY for Earth excavation: Four hundred seventy two. Dollars (\$ 472.00 )

If the Manager mails a written Notice of Apparent Low Bidder, addressed to the Bidder's business address stated on this Bid Form, the Undersigned Bidder shall, in accordance with the Contract Documents, be ready to, and shall, within five (5) days after the date of the Notice: (i) execute the attached form of Contract in conformity with this bid; (ii) furnish the required proofs of insurance; and (iii) furnish the required bond or bonds in the sum of the full amount of this bid, executed by a surety company acceptable to the Manager.

The Mark Young Construction, Inc, a corporation of the State of Colorado, is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished.

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5% of bid amount. The Undersigned Bidder agrees that the entire amount of this bid guarantee is to be paid to and become the property of the City as liquidated damages, and not as a penalty, if: (i) the bid is considered to be the best by the City; (ii) the City notifies the Undersigned Bidder that it is the Apparent Low Bidder; and (iii) the Undersigned Bidder fails to execute the Contract in the form prescribed or to furnish the required bond and proofs of insurance, within five (5) days after the date of such notification.

The following persons, firms or corporations are interested with the Undersigned Bidder in this bid:

Name: David Guida Signature [Signature]  
Address: 7200 Miller Place Title President  
Frederick, CO 80504 Address:

If there are no such persons, firms, or corporations, please so state in the following space:

Addendum Acknowledgement: Addendum #1 - 8/16/13 Pg. 1  
Addendum #2 - 8/22/13 pgs. 1-8

The Undersigned Bidder proposes to subcontract the following Work in accordance with General Contract Conditions, Title 5, SUBCONTRACTS, and represents that, to the greatest degree practical, all subcontractors known at the time of bid submittal have been identified.

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
Steel	2%	Contact Welding 2986 Kia Dr. Grand Junction, CO 91504
Folding/Sectional Doors	2.4%	Front Range Raynor 3847 S. Mason St Ft. Collins, CO
Electrical	14.9%	LEI Company 2017 Curtis St. Denver, CO 80525
Plumbing	5.3%	Diamond Plumbing 80205 5300 Valejo St. Denver, CO 80221
Masonry	18.3%	Diversified Masonry 3900 Magnolia St. Denver, CO 80207

(Copy this page if additional room is required.)





DENVER  
THE MILE HIGH CITY

List of Proposed  
MWBE or DBE  
Bidders, Subcontractors,  
Suppliers (Manufacturers) or Brokers

Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit  
201 West Colfax Avenue, Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803  
DSBO@denvergov.org

City and County of Denver Contract No.: 201312377

The undersigned Bidder proposes to utilize the following MWBE or DBE for the project. All listed firms are **CURRENTLY** certified by the City and County of Denver. Only the level of MWBE or DBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. MWBE or DBE prime bidders must detail their bid information below. Please copy and attach this page to list additional MWBE or DBE.

Address:	Contact Person:	
Type of Service:	Dollar Amount: \$:	Percent of Project:

MWBE or DBE Prime Bidder

Business Name:		
Address:	Contact Person:	
Type of Service:	Dollar Amount: \$:	Percent of Project:

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
---	---------------------------------------	---	-------------------------------------

Business Name: Diamond Plumbing		
Address: 5300 Valejo Denver, CO 80221	Type of Service: Plumbing	
Contact Person: Gene Juarez	Dollar Amount: \$: 52,470	Percent of Project: 5.3%

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
---	---------------------------------------	---	-------------------------------------

Business Name: LEI Company		
Address: 2017 Curtis St. Denver, CO 80205	Type of Service: Electrical	
Contact Person: Jenny Haley	Dollar Amount: \$: 146,993	Percent of Project: 14.9%

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
---	---------------------------------------	---	-------------------------------------

Business Name: Diversified Masonry		
Address: 3900 Magnolia St. Denver CO 80207	Type of Service: Masonry	
Contact Person: Dev Mahanti	Dollar Amount: \$: 180,000	Percent of Project: 18.3%

Subcontractors, Suppliers Manufacturers or Brokers (check one box)				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The undersigned Bidder hereby certifies that the aforementioned subcontractors and suppliers have full knowledge that their names have been offered as subcontractors and suppliers for the work, and the Bidder further certifies that the dollar amount of work to be performed by the aforementioned M/WBE(s) was furnished to the Bidder prior to the bid opening. The undersigned Bidder agrees that after the bid opening, it shall submit to the City an executed and completed W/MBE "Letter of Intent" in three working days (3) on each of its M/WBE subcontractors. The "Letter of Intent" form is contained in the Contract Documents.

The undersigned Bidder acknowledges the right of the City to reject any or all bids submitted, to waive informalities in bids and to re-advertise this Project for bids.

The undersigned certifies that it has carefully checked all works and figures and all statements made in these Bid Forms.

This bid is submitted upon the declaration that neither, I (we), nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

Business Address of Bidder: 7200 Miller Place  
Frederick, CO 80504  
City, State, Zip Code:  
Telephone Number of Bidder: 303-776-1449 Fax No. 303-776-1729  
84-1113245  
Social Security or Federal Employer ID Number of Bidder:

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:  
CSU Durrell Center Revitalization, Ft. Collins, CO.

For information relative thereto, please refer to:

Name: David Guida  
Title: President  
Address: 7200 Miller Place Frederick, CO 80504

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda Number 1 Date August 16, 2013 pg. 1

Addenda Number 2 Date August 22, 2013 pgs. 1-8

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

Dated this 30th day of August, 2013

**Signature of Bidder:**

~~If an Individual:~~ -

\_\_\_\_\_ doing business

as \_\_\_\_\_

~~If a Partnership:~~ - -

\_\_\_\_\_

by: \_\_\_\_\_ General Partner.

If a Corporation:

Mark Young Construction, Inc.

a \_\_\_\_\_ Corporation,

by  David Guida, its President.

Attest:



Secretary

(Corporate Seal)

**If a Joint Venture, signature of all Joint Venture participants.**

Firm: \_\_\_\_\_

Corporation ( ), Partnership ( ) or ( ) Limited Liability Company

By: \_\_\_\_\_ (If a Corporation)

Attest:

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

Secretary (Corporate Seal)

Firm: \_\_\_\_\_

Corporation ( ), Partnership ( ) or ( ) Limited Liability Company

By: \_\_\_\_\_ (If a Corporation)

Attest:

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

Secretary (Corporate Seal)

Firm: \_\_\_\_\_

Corporation ( ), Partnership ( ) or ( ) Limited Liability Company

By: \_\_\_\_\_ (If a Corporation)

Attest:

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

Secretary (Corporate Seal)



**DENVER**  
THE MILE HIGH CITY

### COMMITMENT TO MWBE OR SBE PARTICIPATION

Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit  
201 West Colfax Avenue, Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803  
DSBO@denvergov.org

*The undersigned has satisfied the MWBE or SBE participant requirements in the following manner (Please check the appropriate box):*

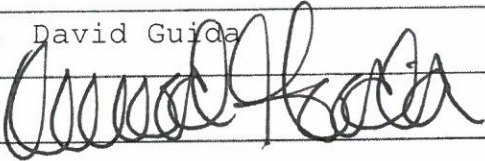
The Bidder/Proposer is committed to a minimum of 28 % MWBE or SBE utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:  
Hard Bids: Three (3) business days after the bid opening  
Request for Proposals: With the proposal when due

The Bidder/Proposer is unable to meet the project goal of \_\_\_\_\_% MWBE or SBE, but is committed to a minimum of \_\_\_\_\_% MWBE or SBE utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort in accordance with DRMC Section 28-62 and 28-67 of Ordinance 760 and must submit Letters of Intent for each MWBE or SBE listed in the Bid Forms, within three (3) business days after the bid opening or at time proposal is submitted.

The Bidder/Proposer is a certified MWBE or SBE in good standing with the City and is committed to self-perform a minimum of \_\_\_\_\_% of the work on the contract.

Bidder/Proposer (Name of Firm): Mark Young Construction, Inc.

Firm's Representative (Please print): David Guida

Signature (Firm's Representative): 

Title: President

Address: 7200 Miller Place

City: Frederick

State: CO

Zip: 80504

Phone: 303-776-1449

Fax: 303-776-1729

Email: dguida@markyoungconstruction.cc

**A copy of the MWBE or SBE Certification must be attached.**



**DENVER**  
THE MILE HIGH CITY

Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit  
201 West Colfax Ave., Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999 Fax: 720-913-1803

**LETTER OF INTENT (LOI)  
INSTRUCTIONS FOR COMPLETION & SUBMISSION:**

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
  - Email to [dsbo@denvergov.org](mailto:dsbo@denvergov.org), **OR**
  - Fax: 720-913-1803, **OR**
  - Hand-Delivery: Office Economic Dev. 1st Fl., "Business Assistance Center (BAC)"
- **FOR RFPs: LOIs should be submitted with Proposal.**

Contract No.: 201312377

Project Name: Red Rocks Renovation Spot Book & Concessions

**A. The Following Section Is To Be Completed by the Bidder/Consultant  
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE or DBE**

Name of Bidder/Consultant: Mark Young Construction, Inc.	Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: 303-776-1449
Contact Person: David Guida	Email: <a href="mailto:dguida@markyoungconstruction.com">dguida@markyoungconstruction.com</a>	Fax: 303-776-1729
Address: 7200 Miller Place	City: Frederick	State: CO Zip: 80504

**B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier  
This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant**

Name of Certified Firm:	Phone:			
Contact Person:	Email:	Fax:		
Address:	City:	State:	Zip:	
Please check the designation which applies to the certified firm.	MBE/WBE ( <input type="checkbox"/> )	SBE ( <input type="checkbox"/> )	DBE ( <input type="checkbox"/> )	Self-Performing ( <input type="checkbox"/> )

**Indirect Utilization:** If this M/WBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

**A Copy of the M/WBE, SBE or DBE Letter of Certification must be Attached**

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. On unit price bids only, identify which bid line items the M/WBE/SBE/DBEs scope of work or supply corresponds to.

<input type="checkbox"/> Subcontractor/Subconsultant ( <input checked="" type="checkbox"/> )	<input type="checkbox"/> Supplier ( <input checked="" type="checkbox"/> )	<input type="checkbox"/> Broker ( <input checked="" type="checkbox"/> )
--	---	---

**Bidder** intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE or DBE bid amount is:

\$	%
----	---

**Consultant** intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE or DBE will perform is:

\$	%
----	---

If the fee amount of the work to be performed is requested, the fee amount, is:

Bidder/Consultant's Signature:	Date: 8/30/13
--------------------------------	---------------

Title: <u>President</u>
-------------------------

M/WBE, SBE or DBE or Self-Performing Firm's Signature:	Date:
--	-------

Title:
--------

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
Engineering Division

CONTRACT NO. 201312377  
PROJECT NAME: RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS


ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above mentioned project as hereinafter described in the following attachments:

QUESTION DEADLINE

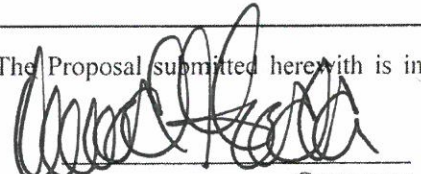
Question deadline has been changed from August 23, 2013 by or before 5:00 p.m. to August 20, 2013 by or before 5:00 p.m.

This ADDENDUM shall be attached to, become a part of, and be returned with the Bid Proposal.

  
Lesley B. Thomas  
City Engineer

8-16-13  
Date

The undersigned bidder acknowledges receipt of this Addendum. The Proposal submitted herewith is in accordance with the stipulations set forth herein.

  
Contractor

ADDENDUM NO. 1

DATE: 8/16/13

Mark Young Construction, Inc.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
Engineering Division

CONTRACT NO. 201312377 PROJECT NAME: RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS
---

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above mentioned project as hereinafter described in the following attachments:

**BID FORM SUBMITTAL**

- Remove page BF-6 dated August 8, 2013 and replace with attached page BF-6 dated August 22, 2013.

**SUPPLEMENTAL INFORMATION**

- Awning at lower beer garden is to be placed in owner storage after salvage.
- Spotlight booth elevation keynote #19 which states “conduit for future beer tap, coordinate with owner” to be amended to read “6” conduit for future beer tap, coordinate with owner”

**PLANS & SPECIFICATIONS**

- Roll-up door location in Spotlight booths Sheet A-101 attached.
- Schedule change Sheet A-600 attached.
- Concrete stairs on the amphitheater side of the spot light booths must be removed and replaced as part of the project. Sheet A-100 attached

**QUESTIONS & ANSWERS**

1. Should a grease trap be installed as part of the three compartment sink?  
**City Response:** No, the direction from the City of Denver is not to provide one.
  
2. P100 note 14, think maybe this should say to Spot Tower, note 13 already addresses feeds to Upper Beer Plaza.  
**City Response:** Note will be deleted because Note 13 and detail 5 on P101 covers everything.
  
3. P100 notes 10 & 13 seem to do the same thing, I thought we were feeding the new Lower Beer Garden from inside Police/Paramedics and this seems to indicate we are running downhill to it which I don't think is what we are doing.  
**City Response:** Note 10 is correct. Note 13 states waste and cold water outlet for future upper beer garden.
  
4. P100 note 15 indicates 2 water lines in trench, there is a reference to a 1” tap to main but then things get confusing, I am assuming we are tapping a 1” which then tees and serves both spot tower and upper beer plaza.



**City Response:** The 1" cold water line comes into the spotlight a lower level and is then splits into two ¾" cold water lines, (1) for spotlight a and (1) back out under slab to capped outlet for future upper beer garden.

5. P100 note 15 indicates a 4" drain line from spot tower, note 11 shows a 3" tap to main sewer need to make sure all of this sizing makes sense with what appears to be a 4" from the spot tower and a 3" from upper plaza dropping into a 3".

**City Response:** Note will be revised to 3".

6. Regarding the steel angle lintels. The Architectural plans and details show steel angles across the openings at the Beer Garden parapet (B3/A500) and Spotlight Booth parapet (B1/A500) but they are not sized and are not shown on the structural drawings. Structural detail will be needed. I also assume that all other openings not detailed on the structural, or not shown on the Architectural as needing angles, will have just rebar reinforcing for lintels and not need steel angles. Please confirm.

**City Response:** Provide an L 6 x 4 x 3/8 (LLV) with a 3/4" diameter x 6" expansion bolt into the concrete slab at 2'-0".

7. We're going to be bidding on the guardrail and handrail for this project. I notice that the details on the plans call for painted metal but the specification call for galvanized in the pipe and tube railings specification for the beer garden and stainless steel on the cable railings for the spotlight booths. Can you clarify how we are to bid this? (You might let the Owner know that it will cost a lot more if the panels need to be galvanized. If they are worrying about chipping, I would suggest powder-coating them which is more expensive then painting but a lot less than galvanizing.)

**City Response:** Primed and field painted.

8. Re accordion door at 2 spot booths - What finish do they want? Series 740 is a aluminum door with following finishes, Bronze, Gold, Silver.

**City Response:** Plans call for color to match. Door to be either custom color to match, or primed for paint to match.

9. Beer Garden counter, Re Series 240 is available in hardwood - What species and finish? Types Birch, Oak, cherry, maple, mahogany. Finish choices are clear or custom paint or stain, must supply sample.

**City Response:** Plans call for solid surface countertop, Re: spec section 12 3661.

10. Will you please verify if the MWBE Participation goal is based on the Base Bid only as stated in the Pre-Construction Agenda or is it based on the Base Bid plus the Alternate?

**City Response:** Bid Documents Package Instruction to Bidders IB-25, paragraph 5, subsection d, reads as follows:

- d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.

This means the Base Bid amount will be used to determine the percentage of participation at the time of Bid Opening. Only those Prime contractors who have met the participation requirements (M/WBE listed on Proposed List of Subcontractors with signed LOI's) will be deemed responsive. Once a prime has been awarded the contract they will be responsible for reaching the participation goal for the total value of the project. However, in the event the City wants to add an Alternate to a project, the cost of the Alternate will be added to the total value of the contract and the prime will be subject to the goal for the total amount of the contract including the add alternate, (i.e., 28% of \$100k Base Bid. Cost of Add Alternate = \$50k. Alternate plus base bid = \$150k. Participation is based on 28% of \$150k).

11. On sheet A100 detail C1

- a. It states this to be hand dug - can we use machines to complete the trenching?  
**City Response:** Machine digging is acceptable as long as transportation of machine into tight area does not negatively affect the surroundings. All damage is responsibility of contractor to repair.
- b. It states the trench to be 3' wide and 6' deep – can the trench be reduced to 4 feet deep?  
**City Response:** 6' deep trench required for separation distances.
- c. We recommend a rock excavation allowance be set up for the cost of the rock excavation is unknown?  
**City Response:** GC to bid 75% rock excavation and 25% earth excavation for all excavations. Provide unit prices for each in accordance with the Bid Form BF-6 included in this addendum.

12. The time frame for the project has been slated to start around November 1, 2013 with a 123 calendar day time frame, it was mentioned that the project must be completed before Sunrise Easter Service, we are recommending that the owner puts in an allowance for winter conditions for the masonry work you must have 40 degrees and rising to complete this scope of work.

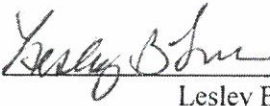
**City Response:** GC is to provide heat tents as required to keep project on schedule. Weather days will be negotiated per the general conditions of the contract.

13. Can you please verify the warranty period for the project?

**City Response:** As per General Contract Conditions, warranty is for one year unless noted otherwise in specs.

14. Building Permit – will a City and County of Denver Building permit be required for this project since the project is in Jefferson County?  
**City Response:** Red Rocks is owned and operated and considered part of the City of Denver.
15. Inspections – what agency will be responsible for inspections for the project?  
**City Response:** Red Rocks is owned and operated and considered part of the City of Denver.
16. What is the support for the solid surface counter tops in the Spotlight Booth and Beer Gardens buildings?  
**City Response:** A3/A500 calls for heavy duty bracing as needed.
17. Can PVC schedule 40 plastic be used instead of cast iron in the waste and vent system (beer eats cast iron in a very short time).  
**City Response:** Piping to be cast iron in order to be consistent with existing piping in Red Rocks facility.

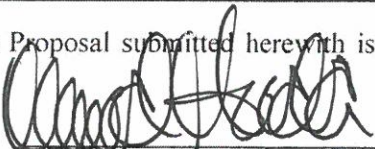
This **ADDENDUM** shall be attached to, become a part of, and be returned with the Bid Proposal.

  
\_\_\_\_\_  
Lesley B. Thomas  
City Engineer

8.22.13

Date

The undersigned bidder acknowledges receipt of this Addendum. The Proposal submitted herewith is in accordance with the stipulations set forth herein.

  
\_\_\_\_\_  
Contractor

**ADDENDUM NO.**   2  

**DATE:** 8/22/13

Mark Young Construction,  
INC

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

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**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

**NOTICE FOR INVITATION FOR BIDS**  
**CONTRACT NO. 201312377**

**RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

**BID SCHEDULE:**  
**11:00 AM, Local Time**  
**AUGUST 30, 2013**

Sealed bids will be received at the Development Permits Counter Station #22, located on the 2<sup>nd</sup> floor at 201 West Colfax Ave., Denver, CO 80202, beginning at 10:30 a.m., no later than 11:00 a.m., on bid day.

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Public Works Contract Administration, 201 West Colfax Avenue, Department 614, Denver, Colorado 80202. All properly delivered bids will then be publicly opened and read aloud in Room 1.D.1 on the 1<sup>st</sup> floor at 201 West Colfax, Denver, Colorado 80202.

Prior to submitting a bid, the bidder shall consult the Contractor's Bulletin Board located at 201 W. Colfax, 2<sup>nd</sup> Floor, Denver, Colorado, 80202 and/or [www.work4denver.com](http://www.work4denver.com).

**GENERAL STATEMENT OF WORK:**

Remove existing spot light booths and rebuild as two story spot concession stands in the middle of Red Rocks Amphitheater. Remove and rebuild a beer concession stand located at the lower south level. Work includes masonry, electrical, plumbing and concrete work.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$959,474.70 and \$1,172,692.30.

**TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:**

Bidders are urged, when preparing a bid, to contact the Textura® Corporation 866-TEXTURA [www.texturacorp.com](http://www.texturacorp.com) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the Contractor and subcontractors for billings for work performed.

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com). To download digital Contract Documents at a cost of \$10.00 per download, reference eBid Document Number #2862469. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID CONFERENCE:**

A pre-bid conference will be held for this Project at 10:00 AM, local time, on AUGUST 13, 2013. This meeting will take place in conference room 4.I.3 located on the 4<sup>th</sup> floor at 201 W. Colfax Avenue, Denver, CO. Two site visits will be held Friday, August 16, 2013 and Monday, August 19, 2013 at the top of the amphitheatre on the Plaza from 9:00 a.m. to 11:00 a.m.

**DEADLINE TO SUBMIT QUESTIONS:** August 23, 2013 by or before 5:00 pm local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified as a **2(A) GENERAL BUILDING in the \$1,500,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax

Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification) or call 720-865-2539 for prequalification information ONLY.

**MINORITY AND WOMAN BUSINESS ENTERPRISE PARTICIPATION:**

Construction, reconstruction and remodeling contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (Sections 28-31 to 29-36 and 28-52 to 28-90 D.R.M.C) and all Minority and Woman Business Enterprise and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity.

Article III, Division 3 of Chapter 28 of the D.R.M.C. directs the Director of the Division of Small Business Opportunity to establish a project goal for expenditures on construction, reconstruction, and remodeling work contracted by the City and County of Denver. The specific goal for this project is:

**28.00% Minority and Woman Business Enterprise (M/WBE) Participation**

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. For compliance with good faith requirements under Section 28-62(b), **the M/WBE percentage solicitation level required for this project is 100%.**

The Director of the Division of Small Business Opportunity urges all participants in City construction, reconstruction and remodeling projects to assist in achieving these goals.

**MISCELLANEOUS:**

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C.

As its best interest may appear, the City and County of Denver reserves the right to reject any or all bids and to waive informalities in bids.

If applicable, a shortened version of this Notice of Invitation for Bids and the Statement of Quantities can be viewed on the City and County of Denver website at: [www.work4denver.com](http://www.work4denver.com)

Publication Dates: August 8, 9, and 12, 2013

Published In: The Daily Journal

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

**INSTRUCTIONS TO BIDDERS**

**IB-1 INSTRUCTION TO BIDDERS**

These Instructions to Bidders are a part of the Contract Documents and are intended to serve as a guide to bidders. They are general in nature and may be amended or supplemented as needed to support any one specific invitation to bid. Each bidder shall prepare its bid in strict compliance with all requirements of the Contract Documents and by careful application of these instructions.

**IB-2 BIDDING**

The copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, as its bid for the referenced Project.

A bidder is not required to submit as part of its bid the entire set of Contract Documents distributed by the City pursuant to the Notice of Invitation for Bids, if the bidder executes and submits the Bidder Acknowledgment Form included with the Bid Form and Submittal Package as part of its bid. However, each bidder, by submitting its bid, shall be conclusively presumed to have received and reviewed all of the information contained in the Contract Documents as this term is further defined herein.

Each bid must be enclosed in a sealed envelope, must be addressed to the Manager and must show on the face of the envelope the full name of the bidder, the City Project number, and descriptive title of the Project for which the bid is made.

The advertisement for Notice of Invitation for Bids will identify where and when the bid must be delivered.

**IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY**

Each bidder shall be responsible for, and shall be deemed to have received, all the information contained in the Contract Documents as distributed by the City pursuant to the Notice of Invitation for Bids, including addenda, whether or not such bidder has reviewed all or part of the Contract Documents in either its hard copy form or in any other format. If organizations or companies other than the City or its design professional distribute the City's Contract Documents for review by prospective bidders, whether in hard copy or via electronic or other media, neither the City nor its design professional shall be responsible for the content, completeness or accuracy of any information distributed or transmitted by any such organization or company.

**IB-4 COMPLETING AND SIGNING THE BID FORMS**

The bidder must complete the Bid Form by legibly writing or printing in ink, in words and figures as required, all the bidder's prices offered for the Work to be performed. All blank spaces, which require a response of the bidder, must be properly completed in full. If in the process of evaluating a bid, words and figures, as written on the Bid Form by the bidder, do not agree, the written words will govern.

For Bid Forms requiring unit price bids, the bidder shall write in the Bid Form spaces provided a unit price for each item for which a quantity is given and shall also write the product of each unit price and the quantity specified in the "Amount" or "Total" space provided.

Each bidder must sign the Bid Form and give the bidder's current business address. If an individual, the signature must be of the individual offering the bid; if a partnership, the signature must be that of a general partner; and if a corporation, both the president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

**IB-5 UNACCEPTABLE BIDS**

The City will not accept bids from Bidders not prequalified with the Department of Public Works (if prequalification is required for this project), in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City.

**IB-6 INFORMAL AND UNBALANCED BIDS**

Any alteration, interlineations, erasure, omission, deletion or addition by the bidder to the Bid Form and Submittal Package or other parts of the Contract Documents submitted with the Bid Form and Submittal Package, as originally issued to the bidder, shall render the accompanying bid informal and may constitute cause for rejection.

Any unauthorized addition, conditional or alternate bids, failure to provide a unit price, lump sum amount or authorized alternate item specified or other irregularities of any kind which tend to render the bid incomplete, indefinite or ambiguous shall render the bid informal and may constitute cause for rejection.

Bids that are unbalanced so that each item does not reasonably carry its own proportion of cost or that contain inadequate or unreasonable prices for any item may be rejected. Bids, which have not acknowledged all addenda to the Contract Documents issued for this bid, may also be rejected.

The right is reserved by the City to reject any or all bids and to waive any informalities where it is deemed by the City to be in the best interests of the City to do so.

**IB-7 ONLY ONE BID ACCEPTED**

The City will accept only one bid for the same work from any one bidder. This includes bids that may be submitted under different names by one business enterprise.

**IB-8 BID GUARANTEE**

As a guarantee of good faith on the part of the bidder, each bid must be accompanied by a bid guarantee, consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a bid bond written by an approved corporate surety in favor of the City and County of Denver. If the bid of a bidder is acceptable and the bidder is notified by the Manager that it is considered to be the Apparent Low Bidder and said bidder fails to execute a contract in the form prescribed or to furnish a performance and payment bond with a legally responsible and approved surety or to furnish the required evidence of insurance or satisfy all conditions precedent to contract execution within five (5) days after such notice is made by the City, said bid guarantee shall be forfeited to the City as liquidated damages and not as a penalty.

The bid guarantee shall be in the amount of five percent (5%) of the total bid unless otherwise specified in the Notice of Invitation for Bids and on the form appearing in the Contract Documents in the Bid Form and Submittal Package. Failure to submit a proper bid guarantee, satisfying all of the requirements specified herein and on the form provided herein shall render the bid nonresponsive and may constitute cause for rejection.

Following award and execution of the Contract by the Apparent Low Bidder, or earlier in the sole discretion of the City, bid guarantees of all but the Apparent Low Bidder will be returned. When the Apparent Low Bidder executes the Contract and delivers to the City satisfactory performance and payment bonds, required insurance documentation, and has satisfied all conditions precedent to contract execution by the City, and after approval, if any, by the Council of the City of the proposed Contract with the Apparent Low Bidder, the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

**IB-9 SITE INSPECTION AND INVESTIGATIONS**

Prior to submitting a bid, the bidder is invited to inspect the work site and its surroundings. Although the bidder is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later



claim additional compensation or time extensions for conditions which would have been evident had the site been inspected.

Drawings and Technical Specifications, defining the Work to be done, were prepared on the basis of interpretation by the design professionals of information derived from investigations of the work site. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of the design professional. In view of this, the bidder is invited to make such additional investigations as the bidder's judgment dictates the need for such investigations. Information about the degree of difficulty of the Work to be done cannot totally be derived from either the Drawings or Technical Specifications or from the Manager or his representatives.

Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work and shall never make claim for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood by the bidder at the time of the bidding.

**IB-10 INCONSISTENCIES**

Any seeming inconsistencies or ambiguities between different provisions of the Contract Documents or any point which the bidder believes requires a decision or interpretation by the City must be inquired into by the bidder by addressing a formal written communication to the Manager of Public Works and sending or delivering it to the offices of the Division of Public Works advertising this Project for bid at least forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, before the time set for the opening of bids

Information about the decision or interpretation made in response to any inquiry will be posted on the Contractor's Bulletin Board (refer to IB-12 CONTRACTOR'S BULLETIN BOARD, for the location of the Contractor's Bulletin Board). If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be published and each bidder shall be required to acknowledge the addendum by signing and identifying it in the Bid Form when submitting the bid.

After bids are opened, all bidders must abide by the formal response of the Manager, as to any interpretation. The City shall not be bound and the bidder shall not rely on any oral communication, interpretation clarification or determination of the Contract Documents prior to bid opening.

**IB-11 WITHDRAWAL OF BID**

A bidder may withdraw its bid at any time prior to the time for receipt of bids set forth in the Notice of Invitation for Bids by making written request upon the Manager of Public Works. After such time, no bid may be withdrawn or modified.

Such request must be signed by the persons authorized to bind the bidder as defined in IB-3, COMPLETING AND SIGNING BID FORMS.

**IB-12 CONTRACTOR'S BULLETIN BOARD**

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the Contractor's Bulletin Board. The Contractor's Bulletin Board is located at 201 W. Colfax, 2<sup>nd</sup> Floor, Denver, CO 80202, in the Wellington E. Webb Municipal Office Building.

**IB-13 PRE-BID MEETING**

Bidders are urged to attend the pre-bid meeting(s) scheduled for this Project. Attendance is not mandatory; however, bidders will be held responsible for all information presented at such meeting(s).

**IB-14 ADDENDA**

As its best interests may require, the City may issue addenda to the Contract Documents. Such addenda shall be posted on the Contractor's Bulletin Board and made available to all persons having purchased a set of Contract Documents as set forth in the Notice of Invitation for Bids contained herein. All bidders must acknowledge receipt of all addenda on the Bid Form at the time of submission of the bid.

**IB-15 BID OPENING**

Bidders are invited to be present at the bid opening. Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur at the time and place designated in the Notice of Invitation for Bid.

**IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION**

Bids will be evaluated after being read in open meeting at the place designated for such bid opening. All low bidders' bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

Selection will be made on the basis of the lowest, total, responsive, qualified bid, which bid shall include the total base bid set forth on the Bid Form, plus the total of any alternates set forth on the Bid Form and selected by the City during evaluation. Alternates, if any are included in the bid, will be selected in the priority shown on the Bid Form, subject to the limits of available funds. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

Upon concluding that the bid is, in fact, the lowest, total, responsive bid to the bidding conditions and that of a responsible, qualified bidder, the City will notify the Apparent Low Bidder.

As its best interests may appear, the City and County of Denver reserves the right to waive informalities in bids, to reject any and all bids and to rebid the Project.

**IB-17 NOTICE TO APPARENT LOW BIDDER**

The Notice to Apparent Low Bidder, a form of which is included in the Contract Special Conditions Section of the Contract Documents, is issued by the City directly to the selected bidder and informs the bidder that the Manager intends to seek approval of the execution of the Contract by the City in accordance with the Charter and Revised Municipal Code of the City and County of Denver. Specifically, it informs the bidder of its obligations with respect to execution of the Contract and instructs the bidder on how to proceed toward execution of the Contract. The City reserves the right to notify the Apparent Low Bidder, at any time within one hundred twenty (120) days from the date of the opening of the bids, that approval to contract with the Apparent Low Bidder shall be sought in accordance with the Charter and Revised Municipal Code of the City and County of Denver.

In accordance with the terms and conditions contained in the Bid Form and Submittal Package and any additional requirements set forth in the Notice to Apparent Low Bidder or elsewhere in the Contract Documents, the Apparent Low Bidder shall execute the Contract Form contained in the Contract Documents made available by the City for execution in the appropriate number of counterparts. The Apparent Low Bidder shall return the fully executed Contract Document sets, along with any supplemental documents required herein, to the City and shall comply with all other conditions precedent to Contract execution within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City. Failure to comply with each of these requirements within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City shall render the bid nonresponsive and may constitute cause for rejection.

Issuance of such Notice shall not, however, constitute a commitment on the part of the City or create any rights in the Apparent Low Bidder to any contract with the City.

**IB-18 EXECUTION OF CONTRACT**

The process of executing a contract requires action by both the apparent low bidder and the City. After it notifies the Apparent Low Bidder, the City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into one or more executable copies. Upon notification that contracts documents are ready for execution the Apparent Low Bidder shall execute the contract documents. At this time, the successful bidder shall also provide certain supplemental documents for

incorporation into the Contract Documents. These supplemental documents shall include: the properly executed Certificate of Insurance Forms evidencing the apparent low bidder's satisfactory compliance with the insurance requirements set forth in the Contract Documents; a properly executed Payment and Performance Bond Form and appropriate Power of Attorney evidencing the Apparent Low Bidder's satisfactory compliance with the bonding requirements set forth in the Contract Documents; and documentation of compliance with any other conditions precedent to execution of the Contract by the City set forth in the Contract Documents. The insurance and bond forms contained in the Contract Special Conditions Section of the Contract Documents must be used in satisfying these supplemental document requirements.

These documents are then delivered to the City within the prescribed time period for examination of the documents to determine whether or not the Contractor has correctly executed the Contract and has correctly provided the required supplemental documents and that these documents are satisfactorily and properly completed. From here, all of the documents are forwarded to the City Attorney who will, if the insurance and bonding offered is acceptable and if all other elements of the Contract Documents are in order, recommend that the Manager and the Mayor approve the documents and, when required by the City Charter, prepare an ordinance for submittal to City Council authorizing the execution of the Contract. The City Attorney shall in all applicable instances submit the proposed contract and ordinance to City Council. After City Council approval, the Contract shall be reviewed by the City Attorney and routed for execution by the Mayor, the Clerk for attestation and the Auditor for countersignature and registration. When the total process of contract execution is complete, a Notice to Proceed will be issued and a single executed copy of the Contract will be delivered to the Contractor. Any work performed or a material purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

#### **IB-19 BONDING REQUIREMENTS**

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND** contained in the Special Conditions Section of the Contract Documents. Upon receipt of Notice to Apparent Low Bidder, the apparent low bidder must cause this form bond to be purchased, executed and furnished, along with appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

#### **IB-20 INSURANCE REQUIREMENTS**

The minimum insurance requirements for this Contract are set forth in the Special Conditions Section of the Contract Documents. Bidders are urged to consider, in preparing a bid hereunder, that each condition, requirement or specification set forth in the form certificate must be complied with by the Contractor and all subcontractors performing Work on the Project, unless such requirements are specifically accepted in writing by the City's Risk Management Office. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or furnish a separate certificate for each subcontractor. In either case, the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

#### **IB-21 PERMITS AND LICENSES**

All permits, licenses and approvals required in the prosecution of the work shall be obtained and paid for by the Contractor.

#### **IB-22 WAGE RATE REQUIREMENTS**

In preparing any bid hereunder, the Contractor must comply with and should carefully consider all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

At the time of the preparation of the Contract Documents, the then-current prevailing wage rates applicable to this Project shall be bound within the Contract Documents made available to potential bidders for the Project. If, more than ten (10) days prior to the actual date of bid opening, the Career Service Board determines that prevailing wages rates different from those bound in the Contract Documents are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such

different prevailing wage rates shall be provided in an addendum. If different prevailing wage rates are determined by the Career Service Board ten (10) or less days prior to the actual date of bid opening, the City will determine on a case by case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date of bid opening on the Project. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

These prevailing wage rates shall be considered the **minimum** City prevailing wage rates to be paid by all contractors or subcontractors for a period not to exceed one (1) year from the date of the Contract. Increases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the Contract. The **minimum** City prevailing wage rate for any such subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in such Technical Specifications and addenda thereto result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one year (1) shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.

#### **IB-23 TAX REQUIREMENTS**

General. Bidders are referred to the General Contract Condition 323, TAXES, as to taxes to which they may be subject in performing the Work under this Contract, including but not limited to sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Contract Conditions and not in lieu of them.

Sales and Use Tax. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.

It is the responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue ("CDOR") for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Bidders shall not include in their bid amounts the exempt state, RTD, and Cultural Facilities District Sales and Use Taxes.

Denver Occupational Privilege Tax. Any employee working for a contractor, or a subcontractor, who earns over \$500 working in Denver during a calendar month, is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

#### **IB-24 RESERVED**

## IB-25 MINORITY AND WOMAN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in these Bid Documents as the “M/WBE Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority and Woman Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with the M/WBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with M/WBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

### Meeting Established Goal

In preparing a bid to meet the established Project goal, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. Under the M/WBE Ordinance, the Director of DSBO (“Director”) is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE or DBE Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. **Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered.** M/WBE bidders may count self-performance or joint venture activity in meeting the M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.
3. If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility Form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm’s Joint Venture Agreement, to the DSBO Director, **at least 10 working days prior to the proposal submittal**. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
4. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Directory (“Directory”), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at [DSBO Compliance](#). Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a

bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.

5. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
  - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
  - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
  - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
  - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.
  - e. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
  - f. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.
  - g. In utilizing the M/WBE participation of a Broker only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward

meeting the Project goals. The bidder must separate the bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

6. On or before the third (3<sup>rd</sup>) working day after bid opening, all of the Bidders are required to submit an executed "Letter of Intent" for each M/WBE listed on the Bid Form as a joint venture member, subcontractor, supplier, manufacturer, manufacturers' representative or broker of any tier. **An MBE or WBE Prime Bidder needs to submit a Letter of Intent for itself for self performed work**, and must identify their level of participation on the designated M/WBE participation page bound herein. A Letter of Intent shall be submitted only for the M/WBEs listed at the time of bid opening, since this is the only participation that will be counted toward satisfaction of the project goal. A form for the M/WBE Letter of Intent is included with the Bid Form. The M/WBE Letter of Intent is a written communication from the Bidder to the City evidencing an understanding that the Bidder has or will enter into a contractual relationship with the M/WBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each M/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's M/WBE certification letter for each proposed M/WBE identified at bid time. Bidders are urged to carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

#### **Good Faith Effort.**

In preparing a bid to demonstrate a good faith effort, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. If the bidder or proposer has not fully met the project goal as provided in section 28-60, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the director, within three (3) working days after bid opening by the City or on or before the time of the final project-specific proposal submitted to and authorized by the City pursuant to a competitive selection process, or bid selection by a private owner, a detailed statement of its good faith efforts to meet the project goal set by the director. This statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division 3. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this Division 3. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.
2. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:
  - a. If prebid or preselection meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
  - b. The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
  - c. The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the

- project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- d. The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
  - e. The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
  - f. For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
3. The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
  4. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
  5. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
  6. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.



7. In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting such project goal may be considered.

**Continuing Commitments.**

In accordance with the provisions of the M/WBE Ordinance, the bidder agrees that it is committed to meeting either the M/WBE participation goal or the M/WBE participation set forth in its statement of good faith. This commitment must be expressly indicated on the "Commitment to MWBE SBE Participation" form included with the Bid Form. This commitment includes the following understandings:

1. The bidder understands it must maintain M/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
2. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
3. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the M/WBE Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. The bidder understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with Section 28-73 of the M/WBE Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75(c) of the M/WBE Ordinance. The contractor shall supply to the director the documentation described in Section 28-75(c) of the M/WBE Ordinance with respect to the increased dollar value of the contract.

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

**IB- 26 DISCLOSURE OF INFORMATION**

All submissions and other materials provided or produced pursuant to this Invitation for Bids may be subject to the Colorado Open Records Law, C.R.S. 24-72-201, et seq. As such, bidders are urged to review these disclosure requirements and any exceptions to disclosure of information furnished by another party and, prior to submission of a bid to the City, appropriately identify materials that are not subject to disclosure. In the event of a request to the City for disclosure of such information, the City shall advise the bidder of such request to give the bidder an opportunity to object to the disclosure of designated confidential materials furnished to the City. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and each bidder agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. Each bidder further agrees to defend, indemnify and save and hold

harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the bidder's intervention to protect and assert its claims of privilege against disclosure under the Open Records Law including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**IB-27 GENERAL BIDDING INFORMATION**

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit [DenverGov.com](http://DenverGov.com) for information, both general and project specific. The Contract Administrator assigned to this project is Toni Green who can be reached via email at [toni.green@denvergov.org](mailto:toni.green@denvergov.org).

**IB-28 PAYMENT PROCEDURE REQUIREMENTS**

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Bidders are urged, when preparing a bid, to contact the Textura® Corporation for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the Contractor and subcontractor for billings for work performed.

**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion, and treatment during employment of members of ethnic groups subject to differential treatment, including persons of African descent (Black), Spanish-surnamed (Hispanic), Asian-American and American Indian Groups.

**RULE I - DEFINITIONS**

- A. "City" means the City and County of Denver.
- B. "Manager" shall mean the Manager of Public Works for the City and County of Denver.
- C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.
- D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- E. "Director" means the Director of the Division of Small Business Opportunity.
- F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity, which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. The phrase "Bidding Specifications" as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITION, INVITATION TO BID, and NOTICE OF PROPOSAL.
- H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.
- I. "Division of Small Business Opportunity" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

**RULE II - NOTICE OF HEARING**

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

### **RULE III - HEARING**

- A. Contractors will appear at hearings and may be represented by counsel, and may present testimony orally and other evidence.
- B. Hearings shall be conducted by one or more hearing examiners designated as such by the Manager.
- C. The Director of the Division of Small Business Opportunity may participate in hearings as a witness.
- D. Hearings shall be held at the place specified in the notice of hearing.
- E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.
- F. All hearings shall be open to the public.
- G. The hearing officer shall make recommendations to the Manager who shall make a final decision.

### **REGULATIONS**

#### **REGULATION NO. 1 - ORDINANCE:**

The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

#### **REGULATION NO. 2 - EXEMPTIONS:**

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

#### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

The Director of the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Division of Small Business Opportunity; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

#### **REGULATION NO. 4 - GOALS AND TIMETABLES:**

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

#### **REGULATION NO. 5 - AWARD OF CONTRACTS:**

It shall be the responsibility of the Director of the Division of Small Business Opportunity to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

**REGULATION NO. 6 - PUBLICATION AND DUPLICATION:**

Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

**REGULATION NO. 7 - NOTICE TO PROCEED:**

Prior to issuance of the Notice to Proceed, a sign-off will be required of the Director of the Division of Small Business Opportunity or his designee.

**REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:**

To the greatest extent possible, the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions, which include but are not limited to the following:

1. Advertise invitations for subcontractor bids in minority community news media.
2. Contact minority contractor organizations for referral of prospective subcontractors.
3. Purchase materials and supplies from minority material suppliers.

**REGULATION NO. 9 - AGENCY REFERRALS:**

It shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

**REGULATION NO. 10 - CLAUSES:**

The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

1. APPENDIX A: City and County of Denver Equal Opportunity Clause - ALL CONTRACTS funded only with City and County of Denver monies.
2. APPENDIX B: Equal Opportunity Clause (11246) - ALL FEDERAL ASSISTED.
3. APPENDIX C: Section 3 - Assurance of Compliance - HUD ASSISTED PROJECTS.
4. APPENDIX D: Section 3 - Clause - HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11 - SHOW CAUSE NOTICES:**

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (15) days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

**REGULATION NO. 12 - BID CONDITIONS - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY:**

1. APPENDIX E: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.
2. APPENDIX F: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

**APPENDIX A**

**CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE -  
ALL CONTRACTS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.
5. The Contractor will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for

securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

The Contractor will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Manager and Director. In addition, the Contractor agrees that failure or refusal to comply with these undertakings the Manager may take any or all of the following actions:

- A. Cancellation, termination, or suspension in whole or in part of this contract.
- B. Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.
- C. Refer the case to the City Attorney for appropriate legal proceedings.

**SUBCONTRACTS:** Each prime Contractor or Subcontractor shall include the equal opportunity clause in each of its subcontracts.

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

For All Non-Exempt Construction Contracts to Be Awarded by the  
City and County of Denver, Department of Public Works.

**NOTICE**

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT, AND ALL OTHER CONSTRUCTION WORK (BOTH CITY AND NON-CITY) IN THE DENVER AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITION OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

/s/ \_\_\_\_\_

Manager of Public Works  
City and County of Denver



**A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:**

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority\* and female utilization, and specific affirmative action steps set forth by the Division of Small Business Opportunity (DSBO). The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

**1. GOALS AND TIMETABLES:**

The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
From January 1, 1982 to Until Further Notice	From January 1, 1982 to Until Further Notice
<b>21.7% - 23.5%</b>	<b>6.9%</b>

The goals for minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractor's aggregate workforce, which includes all supervisory personnel, in each trade, on all projects for the City and County of Denver during the performance of its contract (i.e., The period beginning with the first day of work on the City and County of Denver funded construction contract and ending with the last day of work).

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade and minorities and females must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority or female employees from contractor to contractor or from project to project for the purpose of meeting the contractor's goals shall be a violation of these Bid Conditions.

If the Contractor counts the nonworking hours of apprentices they must be employed by the Contractor during the training period; the Contractor must have made a commitment to employ apprentices at the completion of their training subject to the availability of employment opportunities; and the apprentices must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training.

\* "Minority" is defined as including, Blacks, Spanish Surname Americans, Asian Americans, and American Indians, and includes both men and minority women.

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce. A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Public Works, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

NOTE:

The Director and the Division of Small Business Opportunity will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

**3. NON - DISCRIMINATION:**

In no event may a contractor utilize the goals and affirmative action steps required in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political opinion or affiliation.

**4. COMPLIANCE AND ENFORCEMENT:**

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

**B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:**

In regard to these Bid Conditions, if the Contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the Contractor shall be presumed to be in compliance with Article III, Division 2 of Chapter 28 of the Revised Municipal Code, the implementing regulations and its obligations under these Bid Conditions. In the event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

**D. GENERAL REQUIREMENTS:**

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by

these Bid Conditions, **it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor.** The Contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any subcontractor to fulfill the obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

**CONTRACT NO. 201312377**

**RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made and entered into by and between the City and County of Denver, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and

**Mark Young Construction, Inc.**  
**7200 Miller Place**  
**Frederick, CO 80504**

hereinafter referred to as the "Contractor," party of the second part,

**WITNESSETH**, Commencing on **August 8, 2013**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**CONTRACT NO. 201312377**

**RED ROCKS RENOVATION SPOT BOOTH AND  
CONCESSIONS**

**WHEREAS**, bids pursuant to said advertisement have been received by the Manager of Public Works, who has recommended that a Contract for said work be made and entered into with the above named Contractor who was the lowest, responsive, qualified bidder therefore, and

**WHEREAS**, said Contractor is now willing and able to perform all of said work in accordance with said advertisement and its bid.

**NOW THEREFORE**, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**1. CONTRACT DOCUMENTS**

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

*Advertisement of Notice of Invitation for Bids*  
*Instructions to Bidders*  
*Commitment to M/WBE Participation*  
*Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*

*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*  
*General Contract Conditions*  
*Special Contract Conditions*  
*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final/Partial Lien Release Form*  
*Certificate of Contract Release*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawings*  
*Accepted Shop Drawings*

**2. SCOPE OF WORK**

The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described, drawn, set forth, shown and included in said Contract Documents.

**3. TERMS OF PERFORMANCE**

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **123** (One Hundred Twenty Three Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

The term of performance was 120 (One Hundred Twenty Days) consecutive calendar days from the effective date of said Notice. Three additional days were added to the schedule to accommodate a 3 day performance to be held in January, 2014. Construction must stop and spaces must be made available for temporary occupancy for three (3) days.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **Lump Sum Base Bid amount plus Add Alternate #1**, the total estimated cost thereof being **One Million Four Hundred Twenty Four Thousand Thirteen Dollars and No Cents (\$1,424,013.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**5. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

**6. COMPLIANCE WITH M/WBE REQUIREMENT**

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90

D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of minority and Woman business enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract

**7. WAGE RATE REQUIREMENTS**

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

**8. APPLICABILITY OF LAWS**

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**9. APPROPRIATION**

The amount of money, which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or in excess of the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

It shall be the responsibility of the Contractor to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Contractor's own risk.

**10. APPROVALS**

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

**11. ASSIGNMENT**

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Manager to such assignment.

**12. DISPUTES RESOLUTION PROCESS**

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority and Woman Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

**13. CONTRACT BINDING**

It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

**14. PARAGRAPH HEADINGS**

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**15. SEVERABILITY**

It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

**16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_


By \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this agreement and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201312377

Vendor Name: MARK YOUNG CONSTRUCTION, INC.

By: DAVID GUIDA 

Name: DAVID GUIDA  
(please print)

Title: PRESIDENT  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS**

**General Contract Conditions**

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**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

Except as amended herein or in the attached Technical Specifications, all Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions:

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,*  
2011 Edition.

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

Wastewater Management Division

– *Standard Detail Drawings*

– *Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications*

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction*  
(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

*Manual on Uniform Traffic Control Devices for Streets & Highways* (MUTCD)

Building & Fire Codes:

*Building Code of the City and County of Denver*

(International Building Code 2009 Series, City and County of Denver Amendments 2011)

*National Fire Protection Association Standards*

(As referenced in the Building Code of the City and County of Denver)

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: [http://www.denvergov.org/dpw\\_contract\\_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx](http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx). *Transportation Standards and Details for the Engineering Division* and the *Wastewater Management Division – Standard Detail Drawings*, are available at <http://www.denvergov.org>.

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website at <http://www.coloradodot.info/> and can be purchased from the Colorado Department of Transportation.

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review at the Federal Highway Administration Website at: [www.fhwa.dot.gov](http://www.fhwa.dot.gov), The FHWA website also contains purchasing information.



**SC-2 DEPUTY MANAGER / CITY ENGINEER**

General condition 109 DEPUTY MANAGER is hereby deleted in its entirety and replaced with the following:

The "Deputy Manager" means the official who reports directly to the Manager and exercises supervisory responsibility in the City agency defined in Title 2 herein that is responsible for the Project. The Manager hereby designates the City Engineer as the Deputy Manager for purposes of this Contract. The City Engineer shall have responsibility for this Project and shall undertake all duties, responsibilities, rights and authority, including specific actions and decisions, delegated to the Deputy Manager under the various terms and conditions of this Contract.

**SC-3 ENGINEERING DIVISION / CITY ENGINEER**

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. This Division is responsible for the planning, design, construction, operation and maintenance of all of the City's transportation facilities and the planning, design and construction of all of the City's wastewater facilities, except for the City's Municipal Airport System. All other references to the Transportation Division or the Deputy Manager of Public Works for Transportation are deleted and replaced with references to the Engineering Division and City Engineer, respectively.

**SC-4 WASTEWATER MANAGEMENT DIVISION**

The Wastewater Management Division is a unit of the Department of Public Works and is supervised by the Deputy Manager of Public Works for Wastewater Management, who is subordinate to the Manager of Public Works. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

**SC-5 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Denver Department of Public Works / Engineering Division,**

Project Manager  
City Project Manager  
Mark Guerrero

Telephone  
  
(720) 913-8818

Consultant  
Pahl Architecture

Name  
Brian Weiss

Telephone  
303-861-7147

**SC-6 LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$2,000.00 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69 per hour
Project Engineer	\$63 per hour
Inspector	\$49 per hour
Surveying, if necessary	\$100 per hour

**SC-7 SUBCONTRACTS**

In accordance with General Contract Condition 501, SUBCONTRACTS, no limit shall apply to that percentage of the Work, which may be sublet providing that the subcontractors receive prior approval in accordance with General Contract Condition 502, SUBCONTRACTOR ACCEPTANCE.

**SC-8 RESERVED**

**SC-9 PAYMENTS TO CONTRACTORS**

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Mark Guerrero	(720) 913-8818

In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND/OR** the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, both of which must be used are as follows:

DEPARTMENT OF PUBLIC WORKS  
Engineering Division

FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(SUBCONTRACTOR/SUPPLIER)

\_\_\_\_\_  
(PROJECT NO. and NAME) Date: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NAME OF CONTRACTOR) Subcontract #: \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER) Subcontract Value: \$ \_\_\_\_\_.

Check Applicable Box: Last Progress Payment: \$ \_\_\_\_\_.

[ ] MBE [ ] WBE Date: \_\_\_\_\_.

Total Paid to Date: \$ \_\_\_\_\_.

Date of Last Work: \_\_\_\_\_.

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

In consideration of \$\_\_\_\_\_ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO ) ss.  
CITY OF \_\_\_\_\_)

\_\_\_\_\_  
(Name of Subcontractor)

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

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

\_\_\_\_\_  
Notary Public/Commissioner of Oaths  
My Commission Expires

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





## Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development  
Division of Small Business Opportunity  
**Compliance Unit**  
201 W. Colfax Ave., Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803  
dsbo@denvergov.org

**Note:** The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/ Subconsultant and all subcontractors/subconsultant or suppliers used on the project at any tier and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

### Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

**Contractor/Subcontractor or Subconsultant/Supplier Name:** In the space provided, list all subcontractors/ subconsultants and suppliers used on the project. For all M/W/S/DBEs use the exact name listed in the DSBO Directory.

**M/W/S/DBE/NON:** For each name listed, indicate whether the entity is a certified M/W/S/DBE.

**Column A:** Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.

**Column B:** Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

**Column C:** Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

**Column D:** Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

**Column E:** Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

**Column F:** Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

**Column G:** Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

**Column H:** Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

COMP-REF-031

Rev 032211 JG

**SC-10 CONTRACT FORMS**

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following are the forms that shall be detached and utilized in accordance with the Contract Documents:

- 1. Performance and Payment Bond
- 2. Performance and Payment Bond Surety Authorization Letter (Sample)
- 3. Final/Partial Lien Release.

The following are forms that will be issued by the City during construction:

- 1. Notice to Apparent Low Bidder (Sample)
- 2. Notice To Proceed (Sample)
- 3. Certificate of Contract Release (Sample)

**SC-11 CONSTRUCTION INSPECTION BY THE CITY**

General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified as follows:

**1701** Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

**.2** Building Inspection will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

**.3** When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

**SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

**SC-13 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS**

The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

**SC-14 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.**

The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

**SC-15 ATTORNEY'S FEES**

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and a reasonable attorney's fee which cost shall be included as a Cost of the Work.

Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

**SC-16 INSURANCE**

General Condition 1601 is hereby deleted in its entirety and replaced with the following:

(1) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as part of the Contract Documents, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of

Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(8) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) **Builders' Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and sub-contractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

(10) **Additional Provisions:**

- (a) For Commercial General Liability, the policies must provide the following:
  - (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs in excess of policy limits;
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

## SC-17 GREENPRINT DENVER REQUIREMENTS

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

A completed "Greenprint Denver Closeout Form for Construction Projects" shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

<http://www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/443154/Default.aspx>



**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned MARK YOUNG CONSTRUCTION, INC., a corporation organized and existing under and by virtue of the laws of the State of COLORADO, hereafter referred to as the "Contractor", and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of One Million Four Hundred Twenty-Four Thousand Thirteen Dollars and No Cents (\$1,424,013.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201312377 RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 12th day of September, 2013

Attest:

Layla Bets  
Secretary

Mark Young Construction, Inc.  
Contractor

By: [Signature]  
President

Travelers Casualty and Surety Company of America  
Surety

By: [Signature]  
Attorney-In-Fact Lindsey Knickerbocker

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:  
Attorney for the City and County of Denver

By: [Signature]  
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]  
MAYOR ACTING MAYOR

By: [Signature]  
MANAGER OF PUBLIC WORKS



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226474

Certificate No. 005515156

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

J. R. Trojan, Susan J. Lattarulo, DiLynn Guern, Kevin W. McMahon, Mark Sweigart, Florietta Acosta, Donald E. Appleby, Sarah Brown, Todd Bengford, and Lindsey Knickerbocker

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of May, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 31st day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



**Denver Public Works**

Engineering Division  
Capital Projects Management - Dept. 506  
Right-of-Way Services - Dept 507  
Traffic Engineering Services - Dept 508  
Policy and Planning - Dept. 509

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

FAX NUMBER: 720-913-3183  
TELEPHONE NUMBER: 720-913-3267

Assistant City Attorney  
201 W. Colfax Ave. Dept 1207  
Denver, Colorado 80202

RE: (Company name) Mark Young Construction Company, Inc.

Contract No: 201312377  
Project Name: RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS  
Contract Amount: \$1,424,013.00  
Performance and Payment Bond No.: 105969896


Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Travelers Casualty and Surety Company of America insurance company, on September 10, 2013.

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-765-1606.

Thank you.

Sincerely, 

Lindsey Knickerbocker  
Surety Account Manager, Willis of Colorado, Inc.

FOR CITY SERVICES VISIT | CALL  
[DenverGov.org](http://DenverGov.org) | 311

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Diversity, Teamwork, Respect, Excellence, Safety





**Denver Public Works**

Engineering Division  
Capital Projects Management - Dept. 506  
Right-of-Way Services - Dept 507  
Traffic Engineering Services - Dept 508  
Policy and Planning - Dept. 509

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION  
(SAMPLE)**

FAX NUMBER: 720-913-3183  
TELEPHONE NUMBER: 720-913-3267

Assistant City Attorney  
201 W. Colfax Ave. Dept 1207  
Denver, Colorado 80202

RE: (Company name)

Contract No: 201312377  
Project Name: RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through \_\_\_\_\_ insurance company, on \_\_\_\_\_, 20\_\_.

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at \_\_\_\_\_.

Thank you.

Sincerely,

FOR CITY SERVICES VISIT | CALL  
**DenverGov.org | 311**

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**Denver Public Works**

Engineering Division  
Capital Projects Management - Dept. 506  
Right-of-Way Services - Dept 507  
Traffic Engineering Services - Dept 508  
Policy and Planning - Dept. 509

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

**NOTICE OF APPARENT LOW BIDDER**  
**(SAMPLE)**

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on August 30, 2013 for work to be done and materials to be furnished in and for:

**PROJECT No. 201312377 RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to execution of the Contract Documents and your furnishing the items specified below, the total cost thereof (Contract Amount Written), (Contract Amount Numeric).

It will be necessary for you to appear forthwith at the office of the Department of Public Works, Finance and Administration, 201 W. Colfax Ave., Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Finance and Administration, within the time limit set forth in the Bid Proposal.

In accordance with the requirements set forth in the Contract Documents, you are required to furnish the following documents:

- a. Insurance Certificates: General Liability and Automotive Liability, Workman's Compensation and Employer Liability; or any other coverage required by the contract; and
- b. One original plus four copies of the Power of Attorney relative to Performance and/or Payment Bond;

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of Contract Compliance at (720-913-1700).

**NOTICE OF APPARENT LOW BIDDER  
(SAMPLE)**

PROJECT NO. 201312377  
Page 2

The Bid Security submitted with your Bid, will be returned upon execution of the Contract and furnishing of the Performance Bond. In the event you should fail to execute the Contract and to furnish the performance Bond within the time limit specified, said Bid Security will be retained by the City and County of Denver as liquidated damages, and not as a penalty for the delay and extra work caused thereby.

Dated at Denver, Colorado this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY AND COUNTY OF DENVER

By \_\_\_\_\_

Manager of Public Works

FOR CITY SERVICES VISIT | CALL  
**DenverGov.org | 311**

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**Denver Public Works**

Engineering Division  
Capital Projects Management - Dept. 506  
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201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Current Date

**NOTICE TO PROCEED  
(SAMPLE)**

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 201312377, RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number 201312377, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of \_\_\_\_\_ calendar days, the project must be complete on or before \_\_\_\_\_.

If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306.2.B, to the Project Manager within 10 days. Additionally, you must submit your tax exempt certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 323.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.

Sincerely,

Lesley B. Thomas  
City Engineer

cc:



**Denver Public Works**

Engineering Division  
Capital Projects Management - Dept. 506  
Right-of-Way Services - Dept 507  
Traffic Engineering Services - Dept 508  
Policy and Planning - Dept. 509

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Certificate of Contract Release  
(SAMPLE)

Date

Name  
Company  
Street  
City/State/Zip

RE: Certificate of Contract Release for  
**201312377, RED ROCKS RENOVATION SPOT BOOTH AND CONCESSIONS**

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full and this payment to be made is the last or final payment.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.

FOR CITY SERVICES VISIT | CALL  
**DenverGov.org | 311**

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CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS / ENGINEERING  
DIVISION

## **PREVAILING WAGE RATES**

**Contract No. 201312377**

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**RED ROCKS RENOVATION SPOT BOOTH  
AND CONCESSIONS**

**August 8, 2013**



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, Staff Human Resources Professional  
DATE: Friday July 26, 2013  
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Building rates issued by OHR.

The attached Prevailing Wage Schedule is effective as of **Friday July 26, 2013** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO130004  
Superseded General Decision No. CO20120004  
Modification No.10  
Publication Date: 07/19/2013  
(5 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO130004 07/19/2013 CO4

Superseded General Decision Number: CO20120004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/15/2013
3	03/08/2013
4	04/05/2013
5	04/26/2013
6	05/03/2013
7	05/31/2013
8	06/28/2013
9	07/05/2013
10	07/19/2013

ASBE0028-001 10/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-001 01/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	9.89

BRCO0007-005 06/01/2011

	Rates	Fringes
TILE SETTER.....	\$ 25.15	9.18

CARP0001-004 05/01/2009

	Rates	Fringes
Carpenters:		

Acoustical, Drywall  
 Hanging/Framing and Metal  
 Stud, Form Building/Setting.\$ 26.60 8.89

-----  
 CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

-----  
 ELEC0068-002 12/01/2012

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Fire alarms, Security Systems, Telephones, Computers and Temperature Controls).....	\$ 32.10	12.53

-----  
 ELEV0025-002 01/01/2013

	Rates	Fringes
Elevator Constructor.....	\$ 39.59	25.185

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

-----  
 ENGI0009-003 06/25/2012

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 25.48	8.62
50 tons and under.....	\$ 24.42	8.62
51 to 90 tons.....	\$ 24.57	8.62
91 to 140 tons.....	\$ 24.72	8.62

-----  
 IRON0024-001 07/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91

-----  
 LABO0720-003 05/01/2009

	Rates	Fringes
Laborers:		
Concrete/Mason Tenders.....	\$ 16.52	6.84

-----  
PAIN0079-002 08/01/2012

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 18.69	6.37
Tool.....	\$ 19.04	6.37
Painters:.....	\$ 17.99	6.37
PAPERHANGER.....	\$ 18.69	6.37

-----  
PAIN0930-001 07/01/2013

	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

-----  
PLAS0577-001 05/01/2013

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

-----  
PLUM0003-001 01/01/2013

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 33.18	11.44

-----  
PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

-----  
\* SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

-----  
SHEE0009-001 07/01/2012

	Rates	Fringes
Sheet metal worker		
(Includes HVAC duct and installation of HVAC systems).....	\$ 31.77	12.32

-----  
SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters:		
All Other Work.....	\$ 16.12	2.84
Ironworkers:		
Reinforcing.....	\$ 18.49	3.87
Laborers:		
Brick Finisher/Tender.....	\$ 12.78	1.41
Common.....	\$ 10.62	2.09
Power equipment operators:		
Mechanic.....	\$ 18.48	

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



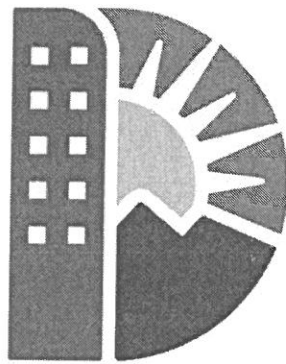
**Career Service Authority**  
**Supplemental to the Davis-Bacon *Building* Construction Project rates**  
**(Specific to the Denver projects)**  
**Supp #100, Date: 03-02-2012**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermakers		\$30.97	\$21.45
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Soft Floor Layers		\$16.70	\$9.81
Ironworkers (Ornamental)		\$24.80	\$10.03
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Power Equipment Operators:			
	Backhoe	\$23.67	\$10.67
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):			
	6 to 14 cu yds	\$19.14	\$10.07
	15 to 29 cu yds	\$19.48	\$10.11
	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.

CITY AND COUNTY OF DENVER

STATE OF COLORADO



**DENVER**<sup>®</sup>  
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS / ENGINEERING  
DIVISION

## **TECHNICAL SPECIFICATIONS**

**Contract No. 201312377**

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**RED ROCKS RENOVATION SPOT BOOTH  
AND CONCESSIONS**

**August 8, 2013**



TECHNICAL SPECIFICATIONS

FOR

**RED ROCKS  
RENOVATION**  
Spotlight Booths & Concession

18300 W. Alameda Pkwy.  
Morrison, Colorado

PREPARED BY:

**Pahl** ARCHITECTURE  
303 E. 17<sup>th</sup> Avenue, Suite 555  
Denver, Colorado 80203

**Red Rocks Renovation  
Spotlight Booths and Concession  
Denver, Colorado**

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SECTION 01 0100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this contract consists of furnishing all management, supervision, labor, materials, tools, equipment, services, testing and incidentals for the construction of the Work indicated in the contract documents including lump sum items and unit price items.
- B. Reference: City and County of Denver Standard Specifications for Construction General Contract Conditions 2011 Edition ( the yellow book) Contract General Conditions, GC 301 Consideration, GC 306 Working Hours and Schedule, GC Title 8 Protection of Persons and Property and GC Title 14 Site Conditions
- C. Project Description: CMU and concrete structures with stone veneer for two spot light booths with concession stands and lower Beer Garden.
- D. Project Team Members: Pahl Architecture, pc; Monroe-Newell; MDP Engineering Group; Corey Engineering.

1.02 SITE CONDITIONS

- A. The Contractor acknowledges that he has reviewed sections 1401 and 1402 of Title 14 of City and County of Denver Standard Specifications for Construction General Contract Conditions 2011 Edition ( the yellow book). The Contractor warrants that as a result of examination and investigation of all the aforesaid data and the site, that the Contractor can perform the Work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this contract unless such representation is expressly stated in the contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONTRACTOR'S DUTIES

- A. Except as otherwise specified, furnish the following to the full extent required by the contract:
  - 1. Labor, superintendence, supervision and products.
  - 2. Construction equipment, tools, machinery and materials.
  - 3. Utilities required for construction and related activities.
  - 4. Other facilities and services necessary to properly execute and complete the Work, including security for worksite, and storage and protection of all materials awaiting incorporation into the Work, providing a safe working environment for workers, City and County of Denver representatives, and the public in accordance with all local, state and federal requirements.

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- B. Prosecute the Work as specified and in a timely manner. Submit a schedule of Work in accordance with GC 306 Working Hours and Schedule.

3.02 COORDINATION

- A. Coordinate prosecution of the Work in accordance with GC 801 Safety of Persons and GC 802 Protective Devices and Safety Precautions; GC 803 Protection of Property and Work in Progress; and GC 804 Protection of Municipal Public Service and Utility Systems with those ongoing City and County of Denver operations, public utilities, governmental bodies, private utilities and other contractors performing work on and adjacent to the worksites. Eliminate or minimize delays in the Work and conflicts with those operations, utilities, bodies and contractors. Schedule governmental, private utility and public utility work that relies upon survey points, lines and grades established by the Contractor to occur immediately after those points, lines and grades have been established. Confirm coordination measures for each individual case with the City in writing.
- B. In the coordination effort of work by others, the Contractor shall obtain and refer to equipment locations and other layouts, as available, to avoid interface problems.
- C. The City reserves the right to permit access to the site of the Work for the performance of work by other contractors and persons at such times that the City deems proper. The exercise of such reserved right shall in no way or to any extent relieve the Contractor from liability for loss and damage to the work due to or resulting from its operations or from responsibility for complete execution of the Contract. The Contractor shall cooperate with other contractors and persons in all matters requiring common effort.

3.03 CONTRACTOR USE OF WORKSITE

- A. Confine worksite operations to areas permitted by law, ordinances, permits and the contract.
- B. Per GC 801, consider the safety of the Work and that of the people and property on and adjacent to the worksite when determining amount, location, movement and use of materials and equipment on worksite.
- C. Do not load worksite with equipment and products that would interfere with the Work. Only equipment, tools or materials required for this Work may be stored at the worksite.
- D. Per GC 803, Protect products, equipment and materials stored on worksite.
- E. Relocate stored products, equipment and materials which interfere with operations of City, government bodies, public and private utilities, and other contractors.

END OF SECTION

SECTION 01 0500

LAYOUT OF WORK AND SURVEYS

PART 1 - GENERAL

1.01 SCOPE

- A. This Section covers the procedures and accuracy requirements for survey services for layout of work and field measurement of work quantities to be determined by surveys.
- B. Reference Contract General Conditions, GC 318 and GC 319

1.02 SUBMITTAL

- A. Refer to Technical Specifications Section 01 3000 for submittal requirements.
  - 1. Copies of original pages of field notes.
  - 2. Original field notebooks when filled and at end of contract.
  - 3. As-built measurements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONSTRUCTION LINES AND GRADES

- A. The Contractor shall make surveys and layouts as necessary to delineate the work. The Contractor shall review GC 318 and CG 319 to assure construction surveys for the proper performance of the Work. The City will provide all reference points shown on the contract documents. The Contractor shall accurately transfer the survey control information to the points of application and maintain in good order survey control points that may be required for the completion of the Work subject as to their location, sufficiency and adequacy. The Contractor shall furnish skilled labor, instrument platforms, ladders and such other temporary structures as may be necessary for making and maintaining points and lines in connection with the surveys required.
- B. The City may draw the Contractor's attention to errors or omissions in lines or grades, but the failure to point out such errors or omissions shall not give the Contractor any right or claim nor shall in any way relieve the Contractor of his obligations according to the terms of this contract.
- C. The Contractor's instruments and other survey equipment shall be accurate, suitable for the surveys required in accordance with recognized professional standards and in proper condition and adjustment at all times. Surveys shall be performed under the direct supervision of a Colorado licensed surveyor.



3.02 AS-BUILT MEASUREMENTS

- A. As-built measurement for items that will be hidden or visible including all civil, mechanical, electrical, control work and all utilities that are placed in concrete, earth or behind walls shall be made. Items located within five feet beyond a building shall be referenced to building column lines and finish floor elevations. Special attention shall be paid to items requiring service, sensors, items with moving parts, access points and locations of junctions, elevation changes and directional changes.

END OF SECTION

SECTION 01 0600

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section identifies primary compliance with the State, City and County of Denver's regulatory requirements outlined in Special Contract conditions SC-1 Construction Specifications and SC-13 Construction Inspection by the City.
- B. Reference: City and County of Denver Standard Specifications for Construction General Contract Conditions 2011 Edition ( the yellow book) Contract General Conditions, GC 205 Building Inspection and GC 317 Permits and Licenses

1.02 BUILDING AND FIRE CODES

- A. All design and construction work shall be governed by the Building Code for the City and County of Denver, latest edition. This is based upon the International Building Code of the International Code Council with Denver Amendments to this code. See Special Contract Conditions, Construction Specifications.

1.03 DENVER BUILDING DEPARTMENT

- A. For review and approval of all construction documents for compliance to the International Building Code 2009 and City and County and Denver Amendments 2011 or later approved editions.
- B. City and County of Denver  
Community Planning and Development  
Building Inspection Division  
201 West Colfax Avenue, Dept 205  
Denver, Colorado 80202  
Telephone 720-865-2720  
Fax 720-865-2880

1.04 DENVER FIRE DEPARTMENT

- A. For review and approval of plans for compliance with the Denver Fire Department's requirements as they apply to projects for the Department of Public Works:
- B. Denver Fire Department  
745 W. Colfax Ave.  
Denver, Colorado 80204 Telephone: 720-913-3474, or  
E-mail: [denfpb@denvergov.org](mailto:denfpb@denvergov.org)  
Fax 720-865-2833
- C. The Contractor is advised that the Denver Fire Department – Fire Prevention Bureau requires permitting for the following activities as they apply to the scope of work. The Contractor is responsible for obtaining the appropriate permits necessary to complete the work. All costs associated with this permitting and policy compliance shall be the responsibility of the Contractor. The policies all reference the International Fire Code (IFC).

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1. "Hot work", which is defined as the operation of any equipment or tool that creates sparks, hot slag, or radiant or convective heat as a result of the work. This includes, but is not limited to, welding, cutting, brazing, or soldering.
  2. Use and storage of compressed gas for both temporary storage and permanent facility installation. This includes, but is not limited to, flammable gas (excluding propane-LPG), oxidizer (including oxygen), and inert and/or simple asphyxiates.
  3. Tank installation, which includes above-ground storage tanks (AST) and underground storage tanks (UST) for both temporary tanks and permanent facility installations.
- D. In addition to the above permits, the Denver Fire Department may require other permits that are associated with the specific work in the Contract Documents. Policies provided by the Denver Fire Department are meant to provide basic information for the most common conditions and situations. In any given occupancy, many other International Fire Code (IFC) requirements may be enforced. These should be addressed with the Denver Fire Department before construction begins and during construction with premise inspection(s). Any questions can be addressed to the Fire Prevention Bureau between 6:30 AM and 9:00 AM Monday-Friday at 720-913-8242 or 8237.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PERMITS AND CERTIFICATIONS

- A. The Contractor shall maintain records on site of all permits acquired by federal, state, and local agencies. Posting of permits shall conform to requirements of the respective agencies.
- B. At the time of Substantial Completion and Final Acceptance, the Contractor shall forward to the Project Manager a copy of the Temporary Certificate of Occupancy and the final Certificate of Occupancy.

END OF SECTION

SECTION 01 1100

CONSTRUCTION SAFETY

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work specified in this Section includes construction safety precautions and programs by the Contractor
- B. Reference Contract General Conditions, GC 801 Safety of Persons, GC 802 Protective Devices and Safety, GC 803 Protection of Property and Work in Progress.

1.02 RESPONSIBILITY

- A. The General Conditions make it clear in section 801 that all safety precautions during the construction process are the responsibility of the Contractor. The Contractor is responsible for the health and safety of his employees, agents, subcontractors and their employees, and other persons on the worksite; for the protection and preservation of the work and all materials and equipment to be incorporated therein; and for the worksite and the area surrounding the worksite. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons and property.

1.03 SUBMITTAL

- A. Refer to Technical Specifications 01 3000 for submittal requirements. A safety plan shall be submitted by the General Contract prior to commencing any work.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S SAFETY PLAN

- A. Provide a Contractor's Safety Program that as a minimum meets all applicable federal, state and local government requirements.

PART 3 - EXECUTION

3.01 IMPLEMENT CONTRACTOR'S SAFETY PLAN

- A. Implement the approved Contractor's Operational Safety Plan as described in this Technical Specifications

END OF SECTION

SECTION 01 2000

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section requires the Contractor's Project Manager, Superintendent and Quality Control representative to attend meetings scheduled by the City for the collection and dissemination of information related to the subject contract.
- B. The Contractor will prepare the minutes of each construction meeting and distribute them to each of the participants.

1.02 OTHER MEETINGS

- A. The Contractor will be advised of times, dates and places of City initiated meetings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. A Preconstruction Meeting will be scheduled by the City after the Contract has been signed by all parties. The purpose of this meeting is to introduce the City's representatives to their counterparts in the Contractor's organization and to establish lines of communication between these representatives and outline some contract requirements. The Contractor's Superintendent and Quality Control Representative(s) shall attend this meeting.
- B. The Project Manager will distribute a notice of this meeting, along with an agenda of the subjects to be addressed.
- C. The Project Manager will explain and discuss the responsibilities and authorities of the City, the Designer, and the Project Manager's organization.
- D. The City will provide highlights of the following information at this meeting:
  - 1. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) or Small Business Enterprise (SBE) if such was a specifically designated requirement.
  - 2. Insurance and permit requirements.
  - 3. Procedures for processing change orders.
  - 4. Procedures for submitting shop and working drawings, product data and samples.
  - 5. Monthly pay estimate cutoff dates.
  - 6. Payment procedures.
  - 7. Request for information procedures.
  - 8. Communication procedures.
  - 9. Contractor-required Daily Report
  - 10. Scheduling and coordination requirements including utility outage notifications

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11. Site and building access, staging areas, and parking for contractors
  12. Any concerns for public interface during the execution of the work
  13. Quality control/assurance procedures.
  14. Environmental requirements regarding finding potentially contaminated materials during the execution of the work..
  15. As-built documents.
  16. Project closeout requirements.
- E. The Contractor will introduce the Contractor's representatives and briefly describe each person's responsibilities. The Contractor will provide the following:
1. A list of all subcontractors.
  2. Office, storage areas and construction area layouts, along with temporary easements.
  3. Safety, first aid, emergency actions and security procedures including the name of the Contractor's insurance company.
  4. 60 day preliminary milestone schedule.
  5. Sequence of work.
  6. Construction worksite waste stream sorting and haul plan.
  7. Housekeeping procedures.
  8. The Contractor's general erosion and sedimentation control plans, noise, hazardous material, air and water pollution control plans.
  9. Coordination and notification for utility work and utility outages
  10. Deliveries and priorities of major equipment.
  11. Submittal Schedule
- F. Explanations provided by the City will not amend, supersede or alter the terms or meaning of any contract document and the Contractor shall not claim reliance on such explanations as a defense to any breach or failure by the Contractor to perform as specified in the contract.

3.02 CONSTRUCTION PROGRESS MEETINGS

- A. Progress meetings will be scheduled weekly. The meetings will be held at the worksite or at a location selected by the Team. Meetings will be chaired by the Contractor.
- B. The Contractor's personnel shall attend and the Contractor will be responsible for publishing minutes of the meetings.
- C. At a minimum, the following items will be addressed at each meeting. The items addressed in the meeting do not waive notification or submittal requirements as required elsewhere in the contract.
1. Safety: Contractor shall report any safety issues
  2. Quality Control
    - a. The Contractor's Quality Control Representative shall report on inspections by other agencies and any follow-up activity required.

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- b. The Project Manager and/or the Designer will present and discuss issues regarding quality control.
3. Quality Assurance
  - a. The Contractor will present and discuss issues regarding quality assurance.
4. Design activities: open discussion
5. Shop drawings/submittals/material procurement
  - a. The Contractor shall provide and review the Contractor's submittal schedule and provide any updated information and/or changes to the schedule.
  - b. The Contractor shall provide information on the status of submittals requiring re-submittal.
  - c. The Contractor shall review any accepted submittals that the Contractor plans to re-submit with changes.
  - d. Contract shall provide the status of material procurement for long-lead items All long-lead items shall be identified with a separate activity on the approved CPM project schedule.
6. Construction activities: Open discussion to include coordination items with other Contractors and or agencies.
7. Schedule
  - a. The Contractor shall provide the attendees with the Contractor's three week look-ahead schedule and review the items on the schedule. The schedule shall be in bar chart format and coordinated with the approved CPM.

END OF SECTION

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

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

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. 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 revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. 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.



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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 01: Lower Beer Garden.

1. Alternate: Scope of Work as indicated on the Drawings.

END OF SECTION 012300

SECTION 01 3000

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section summarizes the requirements for the submittal of documents to the City that are defined in these Specifications. It also describes the procedures for "supplemental" submittals.
- B. Reference Contract General Conditions, GC 309 and GC 405.

PART 2 - PRODUCTS

2.01 SUBMITTAL SCHEDULE

- A. The Contractor shall provide a submittal schedule within 14 days after Notice to Proceed. The Submittal Schedule shall be directly related to the CPM schedule, shall identify all the submittals, and shall include the following information for each submittal item:
  - 1. Specification section, contract article, or special condition
  - 2. Specification Subparagraph
  - 3. Item description
  - 4. Date the submittal shall be submitted
  - 5. Name of subcontractor or supplier
- B. The submittal schedule shall be updated every two weeks by the Contractor and reviewed with the Project Manager at the regular project meetings.

2.02 ELECTRONIC SUBMITTALS

- A. All submittals shall be delivered to the Project Manger and Designer in electronic format, whenever possible See Technical Specifications Section 01 3400 for additional information.
  - 1. Acceptable electronic formats
    - a. Adobe Acrobat 90 or newer. All files shall be fully compatible with Adobe Acrobat 9.0. File shall have no security and bookmark every applicable submittal.
  - 2. Formats are acceptable only with written permission of the project manager or required by individual spec sections:
    - a. Microsoft Office 2007 or newer. All files shall be fully compatible with Microsoft Office 2007.
    - b. AutoDesk AutoCAD 2007 or newer. All files shall be fully compatible with AutoDesk AutoCAD 2007.
      - 1) AutoCAD files shall be self contained with no external x-references.
    - c. Other files pre-approved by the Project Manager.
  - 3. Electronic file names: Each electronic document shall have a unique file name. File name convention shall be as follows unless otherwise agreed to by Project Manager: -AAA-BBBBB-CCC-RZ

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- a. AAA = sequential submittal number starting at 001.
- b. BBBB = specification section containing submittal requirements
- c. CCC = sequential specification submittal number starting at 001.
- d. RZ = sequential revision number. RZ not required on initial submittals.
- e. Example A:005-013700-002", five submittals have been logged overall with two submittals made to specification section 013700.
- f. Example B: 009-013700-002-R3, nine submittals made overall and three revisions to submittal 013700-002.

## 2.03 INITIAL SUBMITTAL

- A. Each submittal document shall include a title block showing the following information:
  1. Date of submittal and revision dates.
  2. Contract title and number.
  3. The names of Contractor, subcontractor, supplier, manufacturer and when applicable, the seal and signature of an engineer registered in the State of Colorado, for the involved discipline.
  4. Identification of product by either description, model number, style number or lot number.
  5. Subject identification by contract drawing or specification reference.
- B. On each submitted drawing, include a blank space on each sheet, three inches by four inches, in the lower right corner, just above the title block, the Designer of Record may indicate the action taken.
- C. Make submissions sufficiently in advance so that the Designer review may be completed before any material procurement or Work represented by those submittals is scheduled to be performed.
- D. Allow a minimum cycle of 10 working days for review of each submittal by the Designer of Record.
- E. The Contractor shall at the time of submission describe variations from the contract documents in writing, separate from the submittal document. If the Project Manager approves any such variations, an appropriate contract change order shall be issued except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued. If a submission contains variations and the variation column is not marked on the transmittal form, it will not be considered for review and acceptance. Along with marking the transmittal as a variation, a description must be included which outlines all the differences including maintenance and utility services along with any cost savings from an item not containing the variation.
- F. Changes in accepted submittal documents will not be permitted unless those changes have been accepted, in writing, by the City.
- G. The form and quality of submittal documents shall comply with Technical Specifications Section 013400.

## 2.04 SUPPLEMENTAL SUBMITTALS

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- A. Supplemental submittal documents initiated by the Contractor for consideration of corrective procedures shall contain sufficient data for review. Make supplemental submittals in the same manner as initial submittals with the appropriate primary transmittal referenced.

PART 3 - EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. The Contractor shall review submittal documents, stamp and sign as reviewed and approved as complying with contract documents prior to submission to the Designer of Record.

3.02 CITY REVIEW

- A. Submittal documents will be reviewed by the Designer for conformance to requirements of the contract drawings and specifications. Review of a separate item will not constitute review of an assembly in which the item functions. The Designer or the Project Manager will withhold approval of submittals that depend on other submittals not yet submitted. Review and acceptance will not relieve the Contractor from his responsibility for accuracy of submittals, for conformity of submittal document to requirements of contract drawings and specifications, for compatibility of described product with contiguous products and the rest of the system, or for protection and completion of the contract in accordance with the contract drawings and specifications.
- B. The Designer, will review the submittal documents for general conformance with the contract documents and mark the Action Code, sign and date the transmittal.
- C. The Action Codes have the following meanings:
  - 1. A - ACCEPTED is an approval, and means that the illustration and description appears to conform to the respective requirements of the contract documents.
  - 2. B - ACCEPTED AS NOTED is an approval, and means that the illustration and description will conform to the respective requirements of the contract documents after changes in recognition of the reviewer's comments. Submittals so marked need not be resubmitted.
  - 3. C - REVISE AND RESUBMIT means that the submittal is unacceptable and must be revised and resubmitted.
  - 4. E - NOT ACCEPTED means that the submittal is not approved and that a new submittal in accordance with the contract documents shall be made.
  - 5. F - RECEIPT ACKNOWLEDGED, means an item is received by the Designer but no review was made. This mark is for use in resubmitting items that were previously Accepted as Noted and the Contractor has incorporated the notes and wants the Project Managers' staff to have the same material that the Contractor's field staff is using.

3.03 CONTRACTOR'S RESPONSIBILITIES

- A. Coordinate each submittal document with the requirements of the Work; place particular emphasis upon ensuring that each submittal of one trade is compatible with other submittals of that trade and submittals of other trades including producing as needed drawings showing the relationship of the work of different trades.
- B. Contractor's responsibility for errors and omissions in submittal documents and asso-

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ciated calculations is not relieved by the City's review, correction and acceptance of submittals.

- C. Contractor's liability to the City, in case of variations in the submittal document from the requirements of the contract documents, is not relieved by the City's review and acceptance of submittals containing variations unless the City expressly approves the deviation in writing, in which the City describes the variation.
- D. The Contractor shall maintain a file of all approved submittal documents at the worksite. The complete file of approved submittal documents shall be turned over to the City with the as-built documents at the end of the job.
- E. Schedule impact due to resubmittal requirements is the responsibility of the Contractor.

END OF SECTION

SECTION 01 3100

SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section specifies the preparation of a preliminary schedule, construction schedule, related narratives and monthly progress reports, all encompassing complete performance of contract requirements.
- B. The Contractor shall schedule and coordinate the work of all of its subcontractors and suppliers including their use of the worksite. The Contractor shall keep the subcontractors and suppliers informed of the project construction schedule to enable the subcontractors and suppliers to plan and perform their work properly.
- C. The Contractor shall, in accordance with the requirements of the technical specifications, submit a construction schedule that shall provide for the expeditious and practicable execution of the Work within the Contract Time
- D. The construction schedule for the performance of the Work shall be a Critical Path Method (CPM) system in bar chart format, unless an alternate system is specifically identified in the technical specifications, with reasonable detail..
- E. Float or slack is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any activities in the schedule. Float or slack is not time for the exclusive use or benefit of either the Contractor or the City.
- F. The Contractor shall submit a monthly progress report and schedule update.
- G. The Contractor shall complete the Work within the Contract Time and in accordance with the most recent schedule submittal that has been reviewed and approved by the Project Manager during regular project meetings.
- H. Reference Special Contract Conditions, Liquidated Damages, and Contract General Conditions, GC 306, GC 603, GC 909, GC 1103, GC 1202, GC704

1.02 PLANNING

- A. The schedule shall show total contract time, including project milestones as follow or as established elsewhere in the contract documents:
- B. The Contractor shall prepare a work plan to complete the work within the contract time and complete those portions of work relating to each milestone date and other contract requirements. The Schedule shall be submitted electronically to the Project Manager in a dynamic format which will allow review and manipulation of any part of the schedule, and in PDF format. Upon the request of the Project Manager, the schedule activities shall be resource loaded showing labor man hours by crafts, major construction equipment by type and value of the work.
- C. In addition to the construction activities the schedule shall include activities for furnish-

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ing materials and equipment and vendor shop drawing preparation. The construction schedule, a supporting narrative, and the overall progress curve shall be submitted for approval within 30 days after Notice to Proceed. Within 30 days the City will respond with approval or direction to revise and resubmit within ten days. Failure of the Contractor to have a construction schedule approved by the City will be considered cause for withholding progress payment(s).

- D. To the extent that the construction schedule or any revisions thereof contains anything not jointly agreed upon in writing, or fails to show anything jointly agreed upon in writing, it shall not be considered to have the approval of the City. Failure to include any work item required for performance of this contract shall not excuse the Contractor from completing all work within applicable completion dates, regardless of the City's approval of the schedule.
- E. Failure of the Contractor to comply with this Section will be considered cause for withholding progress payment(s) or termination for default.

1.03 SUBMITTALS

- A. Refer to Technical Specifications Section 01 3000 for submittal procedures. Submit the following as indicated:
  - a. Preliminary schedule Construction schedule data and work plan Monthly progress report
  - b. As built construction schedule.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. The Contractor shall prepare a preliminary schedule covering the first 90 calendar days of the contract. This preliminary schedule shall be submitted at the Preconstruction Meeting and shall be accompanied by a narrative description of the work plan. The preliminary schedule shall show all significant work tasks that occur in the first 90 days, including planning, mobilization, shop submittals and approvals, procurement, fabrication and construction. It shall identify work items or milestones that affect or are affected by the City, other Contractor's work, utilities and other third parties, and it shall list major data submittals required by the contract.

3.02 CONSTRUCTION SCHEDULE

- A. The construction schedule shall be a computerized CPM schedule that includes:
  - a. The order, sequence and interdependence of all significant work items including construction, procurement, fabrication, testing, startup and inspection and delivery of critical or special materials and equipment, submittals and approvals of critical samples, shop drawings, procedures, or other documents that could have a schedule impact.
  - b. Work items by the City, other Contractors, utilities and other third parties that may affect or be affected by Contractor's activities.
  - c. Proper referencing of all work items to identify applicable subcontractors or other performing parties.
  - d. The construction schedule shall be prepared to include the data for the total contract duration, and the critical path shall be identified, including critical

paths for interim completion dates. Scheduled start or completion dates imposed on the schedule by the Contractor shall be consistent with contract milestone dates. Milestone events shall be the schedule dates specified in the Special Conditions and shall be prominently identified and connected to the appropriate work item, denoting its start or completion. Work items related to any interim milestones shall be coded for that milestone.

### 3.03 PROGRESS REPORTING

- A. The Contractor shall submit a monthly progress report at the end of each month following the Notice to Proceed. At the end of each month, the Contractor and Project Manager shall agree on the progress of the work and the Contractor shall update the construction schedule accordingly. The updated construction schedule is a prerequisite to the submittal of the Contractor's application for progress payment. The schedule shall be made in accordance with Technical Specifications Section 013100-3.02. This review does not constitute an approval of the construction schedule and shall not be used for the purposes of modifying the initially approved construction schedule.
- B. The latest completion time for any work item does not fall within the time allowed by the construction schedule, the sequence of work and/or duration shall be revised by the Contractor through concurrent operations, additional manpower, additional shifts or overtime, additional equipment or alternative construction methods until the schedule produced indicates that all significant contract completion dates, occupancy dates and milestones will be met.

### 3.04 SCHEDULE CHANGES

- A. The Contractor's request for construction schedule changes shall be made on the latest approved construction schedule and shall be accompanied by a narrative description and justification for the change, and shall be submitted in accordance with the General Conditions Title 1105 on changes in time. Minor revisions submitted at monthly progress review meetings are not considered as changes in this context.
- B. The construction schedule may be changed when one or more of the following occur:
  - a. When a change order significantly affects the contract completion date or sequence of work items.
  - b. When the Contractor elects to change the sequence or duration of work items affecting the critical path.
  - c. When the City directs a change that affects a milestone date(s) specified in the Special Conditions or alters the length of a critical path.

### 3.05 CONTRACT EXTENSIONS

- A. If the Contractor is granted an extension of time for completion of any milestone or contract completion date under the provisions of the contract, the determination of the total number of extended days will be based upon the current analysis of the schedule and upon all data relevant to the extension. Such data shall be incorporated in the next monthly update of the schedule.
- B. The Contractor acknowledges and agrees that delays in work items which, according to schedule analysis do not affect any milestone dates or contract completion date shown on the CPM network at the time of the delay will not be the basis for a contract extension.



3.06 AS-BUILT CONSTRUCTION SCHEDULE

- A. After all contract work items are complete, the Contractor shall submit an as built construction schedule showing actual start and finish dates for all work items and milestones.

END OF SECTION

SECTION 01 3400

SHOP AND WORKING DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting shop and working drawings, product data, samples and record documents required by other technical specifications sections.
  - 1. The Contractor shall submit all shop drawings, working drawings, product data and samples, as defined in Title 1 of the General Conditions, to the Designer and Project Manager in accordance with the requirements in the technical specifications. The Project Manager will return one copy of the shop drawings, working drawings and product data to the Contractor with a written transmittal within the time periods noted in the technical specifications.
- B. Reference Contract General Conditions, GC 110, GC 117, GC 405.

1.02 SUBMITTALS

- A. Refer to Technical Specifications Section 013300 for submittal procedures.
- B. All submittals shall be delivered to the Designer and Project Manager in electronic format. All submittals must be of a consistent format (all Acrobat or all Word, etc). No combination of electronic file types will be allowed unless required by a specific specification section..
  - 1. Acceptable electronic formats
    - a. Adobe Acrobat 8.0 or newer. All files shall be fully compatible with Adobe Acrobat 8.0
    - b. Formats are acceptable only with written permission of the Project Manager or required by individual spec sections:
      - 1) Microsoft Office 2003 (2007 preferred) or newer. All files shall be fully compatible with Microsoft Office 2003.
      - 2) AutoDesk AutoCAD 2007 or newer. All files shall be fully compatible with AutoDesk AutoCAD 2007.
        - a) AutoCAD files shall be self contained with no external x-references.
      - 3) Other files pre-approved by the Project Manager
  - 2. Adobe Acrobat Requirements:
    - a. Drawings shall have security set to "No Security". Commenting, printing, adding photos, form fields and document signing must be allowed.
    - b. PDF submittals shall be one continuous file. No external links are allowed.
    - c. All individual components of submittals shall be bookmarked inside the PDF file.
    - d. All original documents shall be directly converted from the original electronic format to PDF. Scanning of files shall only be allowed by the Project Manager when the original electronic information is not obtainable.
    - e. Failure to comply with these requirements will result in a return of file to the Contractor for immediate revision.

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1. Electronic file names: Each electronic document shall have a unique file name. File name convention shall be as follows unless otherwise agreed to by Project Manager: -AAA-BBBBB-CCC-RZ
  - a. AAA = sequential submittal number starting at 001.
  - b. BBBBB = specification section containing submittal requirements
  - c. CCC = sequential specification submittal number starting at 001.
  - d. RZ = sequential revision number. RZ not required on initial submittals.
  - e. Example A:005-013700-002", five submittals have been logged overall with two submittals made to specification section 013700.
  - f. Example B: 009-013700-002-R3, nine submittals made overall and three revisions to submittal 013700-002.

C. Quantities

1. Post electronic submittals as PDF electronic files directly to Designer's FTP, Contractors FTP site or a site specifically established for the Project.
  - a. The Contractor should send an email for each submittal posted to all parties notifying them the submittal is available for review.
  - b. The Project Manager or Designer will send an email to the Contractor when the submittal review is complete.
2. Contractor can submit electronic submittals via email as PDF electronic files if approved by the Project Manager.
3. Four samples of each item specified in the various specification sections, unless otherwise specified.
4. Note: If manufacturer's printed information is in color, all copies of submittals must be in color.
  - a. Printed information is only allowed when electronic copies are not possible.

D. Review

1. Submittal review comments by the City and the Designer will be in electronic form and incorporated into the electronic submittal file.
2. Resubmittals of electronic documents shall modify the original electronic file with new information and include the City and the Designer's comments with appropriate responses and additional information.

1.03 CHANGES

- A. Changes in products for which shop or working drawings, product data or samples have been submitted will not be permitted unless those changes have been accepted and approved in writing by the City and County of Denver.

PART 2 - PRODUCTS

2.01 SHOP AND WORKING DRAWINGS

- A. Include the following as they apply to the subject:
  1. Contract title, work order and number.
  2. Respective contract drawing numbers.
  3. Applicable specification section numbers.
  4. Relation to adjacent structure or materials.
  5. Field dimensions clearly identified as such.

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6. Applicable standards such as ASTM or Federal Specification number, and pertinent authority specifications or standards.
  7. Identification of deviations from the contract drawings and specifications.
  8. Drawing name, number and revision.
  9. Contractor's stamp, initialed or signed, certifying:
    - a. Verification of field measurements.
    - b. Review of submittals for compliance with contract requirements.
    - c. Compatibility of the Work shown thereon with that of affected trades.
  10. Blank space on each sheet per Technical Specifications Section 01300, paragraph 2.02.B.
- B. Drawings of equipment and other items that contain multiple parts shall include exploded views showing the relationship of parts and the description of the parts into the smallest units that may be purchased or serviced.

2.02 PRODUCT DATA

- A. Modify manufacturer's standard and/or schematic drawings to delete information which is not applicable to the contract. Supplement standard information with additional information applicable to this contract.
- B. Modify manufacturer's standard(s), diagrams, schedules, performance charts, illustrations, calculations and other descriptive data to delete information which is not applicable to the contract. Indicate dimensions, clearances, performance characteristics and capacities. Include with the submittal electrical, plumbing, HVAC and any other diagrams, as applicable.
- C. Modify erection, application and placing instructions to delete information that is not applicable to the contract or work order.
- D. Include the following:
1. Contract title, work order and number
  2. Respective contract drawing numbers
  3. Applicable contract technical specification section numbers
  4. Applicable standards such as ASTM or Federal Specification number, and pertinent authority specification or standards
  5. Identification of deviations from the contract drawings and specifications
  6. Contractor's stamp, initialed or signed, certifying:
    - a. Dimensional compatibility of the product with the space in which it is intended to be used
    - b. Review of submittals for compliance with contract requirements
    - c. Compatibility of the product with other products with which it is to perform or which will be next to it.
    - d. The products electrical, plumbing, control and HVAC requirements conform to contract documents and the necessary utilities are provided for in the contract documents.
- E. Certificates of compliance shall be submitted for all products. The certificates shall:
1. State that the product complies with the respective specification and contract drawing requirements
  2. Be accompanied by a certified copy of test results pertaining to the product
  3. Show the submittals date, Contractor's name and address, contract title and

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- number, product represented and its location in the contract, producer's name, product trade name and catalog number, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished and related contract drawing and specification section numbers
4. Be signed by an officer or another authorized representative of the producer and notarized
  5. Submit one electronic copy.
  6. Be received by the City not later than 30 days before the acceptance is needed of the products for ordering.

2.03 SAMPLES

- A. Submit samples of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials including attachment devices.
- B. Erect field samples and mock ups at the worksite as specified in the several technical specifications sections and at locations acceptable to the Project Manager. All field samples shall be erected in a location that will be readily visible throughout the life of the contract to allow comparison of the work as it progresses to the field sample.
- C. The Contractor shall verify, through appropriate inspections and tests, that the samples submitted meet the specifications and shall provide inspection and test data with the samples. The review and comments on the sample shall not relieve the Contractor of his responsibility for completion of the contract.
- D. Show the following information:
  1. Contract title and number
  2. Respective contract drawing numbers
  3. Applicable technical specification section numbers
  4. Applicable standards such as ASTM or Federal Specification number
  5. Identification of deviations from the contract drawings and specifications
  6. Contractor's stamp, initialed or signed, certifying:
    - a. Dimensional compatibility of the product with the space in which it is intended to be used
    - b. Review of submittals for compliance with contract requirements
    - c. Compatibility of the product with other products with which it is to perform or which will be next to it
  7. If multiple samples are submitted and the Project Manager is requested to make a choice, each sample shall have a unique identification number attached to it so the returned transmittal can state the identification number of the accepted sample and the Contractor will know which one it is.

PART 3 - EXECUTION

3.01 CONTRACTOR RESPONSIBILITIES

- A. Verify field measurements, catalog numbers and similar data.
- B. The Contractor shall not start work for which submittals are required until a transmittal has been received by the Contractor showing acceptance or acceptance as noted by the Project Manager.
- C. Before making submittals ensure that products will be available in the quantities and

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at the times required by the contract.

- D. Submit final, corrected, electronic drawings of contract and shop and working drawings showing the Work as actually installed, placed, erected and applied. Refer to Technical Specification Section 01700, Contract Closeout.

3.02 REVIEW BY THE CITY

- A. One electronic copy of the marked-up shop and working drawing and one electronic copy of the product data will be returned to the Contractor by the Project Manager. Only the transmittal form, appropriately marked, and two samples will be returned on sample submittals. Contractor shall maintain one approved sample onsite for the duration of the project.
- B. Contractor's responsibility for errors and omissions in submittals for compatibility will not be reduced, waived or otherwise limited by the review and acceptance of submittals by the City.

PART 4 - MEASUREMENT

4.01 METHOD OF MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

PART 5 - PAYMENT

5.01 METHOD OF PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract Price.

END OF SECTION 01 3400

SECTION 01 3700

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting the Schedule of Values as referenced in the General Conditions. The Schedule of Values will be built upon a breakdown of the Work using specification sections and milestones. The Work also includes the preparing and submitting of updated copies of the Schedule of Values if the Schedule of Values is affected by change orders. The Project Manager may require additional breakdowns of information, or separate Schedules of Values for portions of work based upon project's funding requirements.
- B. A Schedule of Stored Material is a detailed cost breakdown for permanent materials that will be temporarily stored prior to their being installed and for which the Contractor seeks partial payments. The Schedule of Stored Material will be incorporated as a part of the Schedule of Values.
- C. Within 14 calendar days of issuance of the Notice to Proceed, the Contractor shall submit the Schedule of Values including the Schedule of Stored Material if applicable. The Schedule of Values and Schedule of Stored Material used to prepare the work/cost breakdown for the Schedule will be used for the Contractor's billings.
- D. Any contract allowances shall be included in the Schedule of Values. Expenditure of allowances shall be done through the use of the Allowance Authorization form. Use of this form does not increase or decrease the contract value.
- E. Reference Special Contract Conditions, Payment to Contractors, plus Contract General Conditions, GC 902, GC 903, and GC 906.

1.02 RELATED DOCUMENTS

- A. Technical Specifications Section 01 3000 Submittals

1.03 SUBMITTAL

- A. The Schedule of Values shall be submitted in a format approved by the Project Manager.
- B. Upon request by the City, the Contractor shall support values given with the data which will substantiate the correctness of the values.
- C. The Schedule of Values will be utilized as a basis for review of the Contractor's application for progress payment.

1.04 REVIEW AND RESUBMITTAL

- A. If review by the City indicates that changes to the Schedule of Values are required, the Contractor shall revise and resubmit the Schedule of Values.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 4000

CONTRACTOR QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section identifies the Quality Control activities to be performed during all phases of the contract by the Contractor.
- B. The Contractor shall have in place his Quality Control Program as necessary to ensure that all materials and work are completed in compliance with contract documents. The Contractor is solely responsible for Quality Control with the exception of those tests and/or audits that will be conducted by the City as defined in the contract documents.
- C. Test schedules and/or testing requirements for materials used on this project are included in the technical specifications. Laboratory and field testing identified in the technical specifications shall be conducted by an Independent Testing Agency (ITA) retained by the City unless stated otherwise.
- D. Reference General Contract Conditions GC 316, GC 702, GC 1801, GC 1902, and GC 2002

1.02 LEVEL OF CONTROL

- A. The intent of this section is to enable the Contractor to establish a necessary level of control that will:
  - 1. Adequately provide for the production of acceptable quality materials
  - 2. Provide sufficient information to ensure both the Contractor and the Designer of Record that the specification requirements are being met
  - 3. Allow the Contractor as much latitude as possible to develop his or her own standards of control.

1.03 SUBMITTALS

- A. Refer to Technical Specification Section 01 3000 and 013400 for submittal requirements.
- B. Quality Control Plan: Within 14 days after Notice to Proceed, the Contractor shall submit a Quality Control Plan for review and acceptance. Acceptance by the Project Manager does not relieve the Contractor of compliance with the contract requirements. The Contractor Quality Control Plan shall address the following as a minimum:
  - 1. Provide a general description of Quality Control monitoring to be performed until final acceptance by the City. Include securing of project site and staging areas and monitoring of the worksite during times no construction activity is scheduled to take place.
  - 2. The Contractor shall designate an employee as the Quality Control Manager qualified to perform quality control monitoring of the Work. The designated individual shall have the authority to direct work changes required to bring the Work into conformance with contract requirements including stopping non-conforming work in progress.



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3. Provide methodology of monitoring, testing and exercising of all equipment, valves and/or assemblies to ensure the Work installed is in proper working order.
  4. The Contractor shall submit a list of suppliers and subcontractors. This list shall include items to be supplied by each supplier and/or subcontractor and shall identify work to be performed by each subcontractor. The list shall be updated and resubmitted as required.
  5. Provide emergency contact information including name, company, title, work phone number, cell phone number and other means of contact. The Emergency Contact list shall include at least four individuals. In the event there is any change in any of the information, the Contractor shall forward the updated list to the Project Manager. The Emergency Contact list shall include the project address, project title and date of issue.
- C. Daily Quality Control Report:
1. The Daily Quality Control Report shall be submitted daily in the format detailed in Technical Specifications Section 01999. The report shall address as a minimum the following: identify number of workers on site each day by trade, identify notifications and discussions with/by Quality Assurance Inspectors and other agency inspectors, identify quality of work placed that day and any deviations and/or corrections required to bring the Work into conformance with the contract. Daily reporting may be computerized or typed, but must contain a legible signature. Scanned copies of daily reports are acceptable.
  2. Submit one electronic copy of the Daily Quality Control Report to the Project Manager the day following the work. The report shall be signed by the Contractor's Quality Control Representative and the Contractor's Superintendent.
- D. Corrective Action Report (CAR)
1. Conditions adverse to quality will be reviewed by the Contractor to determine the cause and to recommend a corrective action that will preclude recurrence. The condition, its cause and the corrective action planned shall be reported to the Project Manager prior to implementation. Follow-up action shall be taken to verify implementation of the corrective action. The Contractor will document the corrective action and a copy of the Corrective Action Report (CAR) will be transmitted to the Project Manager.

#### 1.04 DOCUMENTATION

- A. The Contractor shall not change or alter approved submittals, procedures, specifications, drawings or other pertinent documentation without the Project Manager's written authorization.
- B. All records and documents that are quality related shall be prepared, identified and maintained by the Contractor and shall be made available to the City upon request. Records shall be protected from damage, deterioration or loss.
- C. The Contractor shall maintain records at the actual worksite and at Contractor's office to show the inspection status of materials and items installed in order to ensure that the required inspections and tests have been performed in a timely and correct manner.

#### 1.05 INSPECTIONS AND TESTS

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- A. Inspections, tests and system shut down requests, conducted by persons or agencies other than the Contractor, shall not in any way relieve the Contractor of his responsibility and obligation to meet all specifications and the referenced standards. The Contractor's designated Quality Control Representative shall inspect the work and shall ensure the work complies with the contract requirements prior to any requests for inspection or testing.
- B. When the specifications, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require the ITA's surveillance of inspections or tests, the Contractor shall notify the ITA of the place, date and time 48 hours prior to the inspection and/or test. The Contractor shall be responsible for notifying and requesting inspection by other agencies including but not limited to the Denver Building Inspection Division, Denver Fire Department and Denver Water Department. Prior to request for other agency inspections, the Contractor shall meet and plan inspection times with the Project Manager and or the Project Manager's designated representative.
- C. Special inspections or tests may be required by the technical specifications, City, State and/or Federal Agencies in addition to those tests already performed. The Contractor shall notify the Project Manager at least 48 hours in advance of the additional inspections or tests.

1.06 INSPECTION PLAN

- A. The Contractor shall utilize the following six-point inspection plan to ensure the conformance of the Work performed by the Contractor meets the requirements of the contract drawings and specifications, the referenced codes and standards and the approved submittals:
  - 1. Prework Coordination: Prior to the start of construction work on the contract and prior to the start of work under each separate specification section and prior to the start of work where a change in a construction operation is contemplated by the Contractor and prior to a new subcontractor starting work, a coordination meeting will be held with the Contractor's superintendent, Quality Control and Safety representative(s). Some portions of the work may require coordination with the Project Manager, facility operator, Designer of Record, ITA and/or commissioning agent; this would be included as an activity in the regularly updated schedules and specific invitations will be issued by the Contractor. The Contractor's Quality Control Representative shall chair, prepare and distribute minutes of Quality Control meetings. Meeting minutes shall be electronically distributed within 48 hours of the meeting.
  - 2. The purpose of the meeting is to ensure that the Contractor's personnel and subcontractors have no misunderstandings regarding their safety and quality procedures as well as the technical requirements of the contract.
  - 3. Initial Inspection: Upon completion of a representative sample of a given feature of the Work and no later than two weeks after the start of a new or changed operation, the Project Manager's designated representatives will meet with the Contractor's Quality Control representative and applicable subcontractor's supervisor and their Quality Control representatives to check the following items, as a minimum:
    - a. Workmanship to established quality standards
    - b. Conformance to contract drawings, specifications and the accepted shop drawings
    - c. Adequacy of materials and articles utilized

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- d. Results of inspection and testing methods
  - e. Adequacy of as-built drawings maintained daily.
4. Once accepted, the representative sample will become the physical baseline by which ongoing work is compared for quality and acceptability. To the maximum practical extent, approved representative samples of work elements shall remain visible until all work in the appropriate category is complete. Acceptance of a sample does not waive or alter any contract requirements or show acceptance of any deviation from the contract not approved in writing by a fully executed change order.
  5. Follow-up Inspection: The Contractor's Quality Control representative will monitor the work to review the continuing conformance of the work to the workmanship standards established during the preparatory and initial inspections.
  6. Pre-Final Acceptance Inspection: Prior to requesting a Pre-Final Acceptance Inspection by the City, all work and operational systems to be inspected shall be satisfactorily completed and tested by the Contractor. The Contractor's written request for this inspection shall be made 72 hours in advance. With the request shall come a list of any known deficiencies and when they will be corrected. If the list is too large or contains too many significant items, in the opinion of the Project Manager, no inspection will be held because of the incompleteness of the work.
  7. The Project Manager will schedule the Pre-Final Acceptance Inspection and will prepare a list of deficient items (punch list) discovered during the inspection. If during the inspection the list becomes too large or too many significant items are on the list, the inspection will be canceled. After the inspection is completed, the Deficiency List will be transmitted to the Contractor for correction of the deficient items.
  8. Final Acceptance Inspection: After the Contractor has completed all items on the Deficiency List (generated from the Pre-Final Acceptance Inspection) he shall request a Final Acceptance Inspection. The request shall be made in writing at least 72 hours in advance of the inspection. All areas must be cleaned and ready for turnover prior to this inspection. The Project Manager, the design consultant, the facility operator, a representative of the funding agency (if applicable) and other interested parties will inspect the subject Work to ensure that all deficiencies have been satisfactorily attended to and that no new deficiencies have appeared and that all systems are completely functional. Any outstanding or additional deficient items will be noted and handled per the requirements of the Pre-Final Acceptance Inspection noted above until the Work is acceptable to the Project Manager.

1.07 SAMPLES

- A. The Contractor shall maintain at the worksite a copy of all samples submitted and accepted by the City. Samples shall be made available to the designer or the Project Manager's designated representatives for review and comparison in the field. The Project Manager prior to use on the project must accept all items and materials.
- B. The installed work will be compared to the samples and if any of the work is not of the same quality, material, finish, color, texture or appearance as the sample, that portion that is not the same will be considered defective and in nonconformance.
- C. Contractor selection of samples will only be considered if taken at random. The Contractor shall permit representatives of the City to witness the selection of samples. In-

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specification or tests of items or materials that fail shall be sufficient cause to terminate further inspections/tests of the same brand, make or source of that product.

D. The Contractor is obligated to correct any item deemed deficient.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 REQUIREMENTS

- A. All materials required for the contract shall be new except where specified otherwise. Inspections and tests performed by the City shall not relieve the Contractor from the responsibility to meet the specifications, nor shall such inspections/tests be considered a guarantee for acceptance of materials that will be delivered at a later time.
- B. The Contractor is obligated to correct or remove non-conforming materials, whether in place or not. If necessary, the Project Manager will send written notification to the Contractor to correct or remove the defective materials from the project. If the Contractor fails to respond, the Project Manager may order correction, removal and/or replacement of defective materials by others, in which case the Contractor shall bear all costs incurred by such actions.
- C. Materials accepted on the basis of a Certificate of Compliance may be sampled and inspected/tested by the City Project Manager or its Designer at any time. The fact that the materials were accepted on the basis of such certification shall not relieve the Contractor of his responsibility to use materials that conform to the specifications.
- D. The Contractor shall impose upon his suppliers the same quality control requirements, including inspection and test procedures, as imposed upon him by the specifications and referenced standards. The Contractor shall apply appropriate controls, designed to ensure that all materials supplied meet the requirements and specifications.

END OF SECTION

SECTION 01 4020

QUALITY ASSURANCE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section identifies inspection activities to be performed by inspectors employed by the City and/or working under the direction of the City Project Manager.
- B. Inspection and tests, conducted by persons or agencies other than the Contractor, shall not in any way relieve the Contractor of his responsibility and obligation to meet all specifications and the referenced standards.
- C. The inspection and approval of work by other agencies above does not constitute inspection or acceptance of work required by the City. Technical specifications may contain requirements more stringent than Building Inspection Division or other code agency requirements.
- D. Reference Contract General Conditions, GC 1701, GC 1702, GC 1703, GC 1704, GC 1705, GC 1706

1.02 RELATED DOCUMENTS

- A. Technical Specifications Section 01 4000 – “Contractor Quality Control”
- B. Technical Specifications Section 01 3000 – “Submittals”
- C. Technical Specifications Section 01 3400 – “Shop and Working Drawings, Product Data and Samples”

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONTRACTOR'S QUALITY CONTROL SYSTEM

- A. The Contractor is responsible for quality control of the Construction. All acquisition of materials, sequence of construction (except as otherwise indicated), and means and methods of construction shall be the responsibility of the Contractor. Establish system to perform sufficient inspection and tests of all items of work, including that of subcontractors, to ensure conformance to Contract Documents for materials, workmanship, construction, finish, functional performance and identification.
  - 1. Control System: Establish for all construction except where Contract Documents provide for specific compliance tests by testing laboratories and engineers employed by the City.
  - 2. Control System: Specifically include all testing required by various sections of Specifications.
  - 3. Quality Control System: Means by which Contractor assures himself that construction complies with requirements of Contract Documents.
    - a. Controls: Adequate to cover all construction operations and keyed to proposed construction schedule.
- B. The Contractor shall be responsible for assuring compliance with the quality standards

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as indicated in the Contract Documents. In addition, the Contractor shall be responsible for:

1. Review of submittals prior to their being forwarded to the Designer for review. The Contractor shall mark submittals with comments and shall indicate the date and party conducting the Contractor's review of each submittal.
  2. Final inspection of the project prior to calling for the City to conduct a final inspection. The Contractor shall provide his inspection comments to the Designer and City prior to the scheduled final inspection.
  3. Verification of completion of punch-list items prior to calling for verification inspection by the Designer and the City.
- C. Records: Maintain correct records on appropriate form for all inspections and tests performed, instructions received from the Designer or Independent Testing Agency (ITA) and actions taken as result of those instructions.
1. Records: Include evidence that required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.) proposed or directed remedial action, and corrective action taken.
  2. Document inspections and tests as required by each section of Specifications.
- D. The Contractor is responsible for complying with the requirements of the Contract Documents. Testing performed by the City's Agents shall not be relied upon by the Contractor as sufficient to assure compliance with the Contract Documents. The Contractor shall procure and pay for testing necessary to assure that the construction is in compliance with the Contract Documents.

### 3.02 STANDARDS

- A. Generally accepted Construction Industry standards for materials, products, quality, and workmanship shall supplement the Specifications.
1. Where industry standards are less than the Specifications and Drawings require, the Contract Documents shall govern.
  2. The Contractor shall provide materials and products which conform to industry standards of quality.
- B. Construction tasks shall be performed by craftsmen skilled and experienced in the trades required. Work shall be subject to review by the City and the Designer.
- C. Work and/or materials which fail to meet accepted industry standards of performance, quality, and/or appearance will be rejected and shall be brought into compliance or replaced by the Contractor at no additional cost to the City.

### 3.03 MATERIAL AND WORKMANSHIP

- A. Unless otherwise specified, or indicated on the Drawings, material shall be new, of best quality, and without flaws, and delivered upon completion in an undamaged condition.
- B. Workmanship shall be the best of its respective kind. Labor shall be performed in a thorough workmanlike manner by qualified, efficient, and skilled mechanics, acceptable to the City, Designer and other trades involved on the job requiring acceptable substrate for the performance of their work.

3.04 TESTING – GENERAL

- A. Testing Laboratory and/or Engineering services are required for quality control in portions of the work identified in other sections of these specifications.
- B. Tests required by these Specifications shall be performed in strict accordance with referenced testing methods, procedures, and conditions. Pertinent data shall be included in clear, comprehensive written forms according to the Designer's or Engineer's requirements.
- C. Contractor: Provide equipment and facilities as required for testing at no additional cost, subject to City's review, for conducting field tests and for collecting and forwarding samples.
  - 1. Do not use materials or equipment represented by samples until tests, if required, have been made and materials or equipment found to be acceptable.
  - 2. Do not incorporate any product into work which becomes unfit for use after acceptance thereof.
- D. Testing: Materials or equipment proposed to be used may be tested at any time during their preparation or use. Furnish required samples without charge and give sufficient notice of placing of orders to permit testing. Products may be sampled either prior to shipment or after being received at site of work.
- E. Tests: Made by accredited testing laboratory selected by City. Except as otherwise provided, sampling and testing of materials and laboratory methods and testing equipment shall be in accordance with latest standards and tentative methods of ASTM.

3.05 COST OF TESTING

- A. Unless indicated otherwise, City's testing shall be performed by the City's authorized agents, at the City's expense.
- B. Costs for re-testing of non-complying work shall be borne by the Contractor.
- C. According to the judgment of the City and/or Designer, ANY portion of the work in this contract may be tested at any time for any reason. Costs for such testing shall be borne by the Contractor only if such tests indicate that work does not meet Contract Document requirements.

3.06 OTHER TESTING

- A. Following Testing: Performed at expense of Contractor:
  - 1. Any additional tests required because of any tests that fail subject to following conditions:
    - a. Quantity and Nature of Tests: Determined by the Designer.
    - b. Tests: Taken in presence of the City and/or the Designer.
    - c. Proof of Noncompliance: Contractor liable for corrective action which the City and/or the Designer feel is required including complete removal and replacement of defective material.
  - 2. Material Substitution: Any tests of material or equipment offered as substitute for specified item on which test may be required in order to prove its compliance with Specifications.

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- B. Contractor: May have tests performed on material and equipment for his own information and job control so long as the City does not assume responsibility for costs or for giving them consideration when appraising quality of materials.

3.07 EQUIPMENT TESTING

- A. Equipment testing shall be as determined appropriate by the City to assure proper performance according to the manufacturer's specifications for each equipment item.
- B. After all utility connections to equipment are completed, the Contractor shall conduct final tests of equipment in presence of the City and the Designer.
- C. Unless waived in writing by the City, the requirements of this section shall apply to all installed equipment items having utility connections.

3.08 NOTIFICATION

- A. The Contractor shall be responsible for notifying the City and Designer at least three (3) working days prior to commencing work which is identified as requiring testing in their presence.
- B. The Contractor shall be responsible for scheduling and coordinating all required testing with the City and the City's Independent Testing Agency.

3.09 TEST REPORTS

- A. Test reports, whether performed for the City or the Contractor, shall be submitted to the City, the Designer, and Contractor as soon as results are available. Reports shall be clear, concise, comprehensive written forms containing required test results.
- B. Reports of tests made by testing laboratories shall be distributed via e-mail by testing laboratory as follows: to – City Project Manager, – Contractor, - Applicable Supplier or Subcontractor; – Designer and Applicable Engineer;

3.10 MANUFACTURING AND FABRICATION INSPECTIONS

- A. The Project Manager may elect to perform additional inspections and/or tests at the place of the manufacture, the shipping point or at the destination to verify conformance to applicable specifications. Inspections and tests performed by the City shall not relieve the Contractor from the responsibility to meet the specifications, nor shall such inspections/tests be considered to be a guarantee for acceptance of materials that will be delivered at a later time.
- B. The Project Manager or his authorized representative may inspect at its source any material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples for testing and further inspection.
- C. Should the Project Manager conduct plant inspections the following conditions shall exist:
  - 1. The Project Manager shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.



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- D. It is understood and agreed that the City shall have the right to re-test at the City's expense any materials that have been tested and accepted at the source of supply after it has been delivered to the site.

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of furnishing, installing, operating, maintaining and removing temporary construction barriers, enclosures and field facilities including the Contractor's construction offices, staging areas, yards, storage areas, electrical power, telephone, water, fire protection and sanitary service.
- B. Construction Office, Yards and Storage Areas
  - 1. Temporary facilities which the Contractor desires to locate in staging areas adjacent to the Work or within the project limits are subject to approval by the Project Manager.
  - 2. Contractor Field Office may be required based upon size and complexity of project, if required:
    - a. The Contractor shall acquire all necessary permits for installation and construction work related to the Contractor's field office and fencing.
    - b. The Contractor shall provide, as part of his on-site field office, a conference room for weekly meetings. The conference room shall have one available telephone with a speaker phone option.
    - c. Jack the mobile office unit off its wheels and provide support.
    - d. Install tie downs in compliance with code.
    - e. Provide access to the field office and easily accessible space for parking six full size passenger automobiles at a minimum. Grade the field office site, access roadway and parking area for drainage, and surface with gravel paving or crushed stone.
    - f. Water and sewer lines to the field office, if installed, shall be installed so they will not freeze.
- C. Electrical Service
  - 1. Reference Contract General Conditions, GC 327
  - 2. Provide lighting and power for field offices, storage facilities and other construction facilities and areas.
  - 3. Provide power centers for electrically operated and controlled construction facilities including tools, equipment, testing equipment, interior construction lighting, heating, cooling and ventilation equipment.
  - 4. Provide night security lighting at secured areas within construction limits at offices, storage facilities, temporary facilities and excavated areas.
  - 5. Provide battery operated or equivalent emergency lighting facilities at construction areas where normal light failures would cause employees to be subjected to hazardous conditions. Bear all costs of temporary electric and water service permits, fees and deposits required by the governing authorities, and connection charges and temporary easements including installation, maintenance and removal of equipment.
- D. Telephone Service

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1. The Contractor shall furnish, field staff cell phones
- E. Internet Service
1. The Contractor shall furnish, install and maintain at least one computer with email in his main field office. This computer should be able to access all email and FTP as part of project submittal process.
- F. Water Service
1. Reference Contract General Conditions, GC 327
  2. The Contractor shall make all connections and extensions required and shall make use of water in direct support of the Work. The Contractor shall install an approved Water Department tap at the City's water source prior to obtaining any water. The Contractor shall arrange and pay for its supply/distribution system from the City's point of connection. The location and alignment of the Contractor's temporary supply/distribution system must be approved by the Project Manager prior to its installation. The Contractor shall leave in place all above ground and underground water distribution facilities unless otherwise directed by the Project Manager.
  3. The Contractor shall not use in place fire hydrants or standpipes as sources for construction water or potable water.
- G. Fire Protection
1. Furnish, install and maintain temporary portable fire protection equipment throughout the construction period at all buildings (including the project site), maintenance shops, and fuel storage on all large construction equipment and at the location of any flammable materials or construction materials.
- H. Sanitary Service
1. Reference Contract General Conditions, GC 326
  2. Furnish, install and maintain temporary sanitary facilities and services throughout the construction period.
  3. Ensure that separate or single user toilets shall be provided to ensure privacy between the sexes.
  4. Provide general washing facilities adequate for the number of employees.
  5. Provide special washing facilities adequate for the number of employees engaged in the application of paints, coating and other volatile or hazardous materials.

1.02 QUALITY CONTROL

- A. Provide products for, and the execution of, the Work of this Section that will satisfy the requirements of the NEC, OSHA and local codes. Provide products that satisfy requirements of NEMA and are UL listed.

1.03 SUBMITTALS

- A. Refer to Technical Specifications Sections 01 3000 and 01 3400 for submittal procedures.
1. Details and layout of temporary installations including fences, roads, parking,

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buildings, storage areas and drainage plans.

2. Lighting plan showing temporary lighting facilities, electrical service panel location, electrical circuit diagram and anticipated light level on the working roadway, pathway or construction surface.

PART 2 - PRODUCTS

2.01 ELECTRICAL SERVICE

- A. Provide temporary power and lighting equipment consisting of fixtures, transformers, panel boards, groundings, lamps, switches, poles, conduits and wiring sized and capable of continuous service and having adequate capacity to ensure a complete operating system. Comply with NEMA.
- B. Provide temporary extension cords to supply tools not longer than 200 feet, except that additional length may be used if equipment will be grounded within 200 feet of tool or power.
- C. Portable power generators shall be grounded.

2.02 DRINKING WATER SERVICE

- A. Provide sanitary materials and equipment that satisfies the requirements of codes and regulations pertaining to temporary water systems. Bottled products may be used if those products comply with codes. Clearly label portable containers having a dispensing tap and used only for drinking water. Provide single service disposable cups and a sanitary container for dispensing cups. A trash receptacle shall be provided and maintained beside each portable water supply.

2.03 FIRE PROTECTION

- A. Fire extinguishers shall be UL rated and shall comply with the current City fire code.

2.04 SANITARY SERVICE

- A. Provide materials and equipment adequate for the intended purposes, which will neither create unsanitary conditions nor violate the codes applicable to temporary sanitary facilities. Enclosures for toilet and washing facilities shall be weatherproof, sight proof, ventilated and sturdy.
- B. Provide portable type toilet facilities that satisfy the requirements of OSHA.
- C. Provide washing facilities as needed. Furnish soap, single-service paper towels, towel dispenser and towel receptacle. If paints, coatings and other volatile or hazardous materials injurious to humans will be applied as part of the contract, provide washing facilities with warm water of approximately 120 degrees F.

PART 3 - EXECUTION

3.01 ELECTRICAL SERVICE

- A. The approximate location of primary power lines is shown on the Construction Drawings. The Contractor shall locate electrical service where it will not interfere with equipment, storage spaces, traffic, and prosecution of the Work or the work of others. Installation shall present a neat and orderly appearance and shall be structurally

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sound. Maintain service in a manner that will ensure continuous electrical service and safe working conditions.

3.02 TELEPHONE SERVICE

- A. Install temporary telephone service in a neat and orderly manner and make structurally and electrically sound to ensure continuous service. Modify, relocate and extend as work progress requires. Place conduit and cable where those products will not interfere with traffic, work areas, materials, handling equipment, storage areas and the work of other contractors. Service lines may be aerial.

3.03 WATER SERVICE

- A. Install the systems in a neat and orderly manner. Make them structurally and mechanically sound. Provide continuous service. Modify, relocate and extend the systems as the work progresses.
- B. Locate systems where they will be convenient to work stations, sanitary facilities and first aid station but will not interfere with traffic, work areas, materials handling equipment, storage areas or the work of other contractors.
- C. Install vacuum breakers, backflow preventers and similar devices in a manner and location which will prevent temporary water from returning to the water mains.
- D. Do not incorporate any part of temporary water distribution system into the permanent water distribution system.

3.04 FIRE PROTECTION

- A. Install products in conformance with the requirements of the applicable Denver Fire Department and OSHA regulations.
  - 1. Provide functional fire extinguishers that are clearly identified for fire and an accessible supply of water during the period of construction. These fire extinguishers shall remain in place until permanent fire protection systems are functional.
  - 2. Furnish not less than one 20-pound fire extinguisher, type 2A-20ABC within ten feet of cutting and welding operations.
  - 3. Provide 20-pound fire extinguishers, type 2A-20ABC no further then 100 feet apart in buildings.
  - 4. Provide not less than one 20-pound fire extinguisher, type 2A-20ABC on any equipment of 75 horsepower or more.
- B. Instruct construction personnel as to location and use of temporary fire protection equipment.
- C. Fire extinguishers shall be located for easy access. Their location shall be clearly marked so that they can be seen at least 75 feet away.

3.05 SANITARY SERVICE

- A. Place temporary sanitary (and washing) facilities in a neat and orderly manner within the limits of the work and convenient to the work stations. Make these facilities structurally and mechanically sound. Modify, relocate and extend the facilities as required by progress of the work.

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- B. Service toilets at those time intervals which will minimize the accumulation of wastes and prevent creation of unsanitary conditions, but not less than once a week.
- C. The waste from the sanitary and wash facilities shall be disposed of in accordance with all applicable rules, regulations and laws and with the least environmental impact.

3.06 FENCING

- A. Contact all utility service companies prior to planning fence location and post locations for certification of current utilities. Locate pothole posts planned within 5 feet of known utilities. Submit fencing plan and typical details to Project Manager at least seven days before planned execution for review and acceptance.

3.07 SIGNAGE

- A. Contractor shall not provide any signage for temporary facilities without prior approval from the Project Manager.

3.08 REMOVAL

- A. The Contractor shall locate all temporary facilities including the underground utilities so they can be completely removed without damaging permanent work or the worksite of other contractors.
- B. The Contractor shall remove all temporary facilities, including all underground utilities, and restore the site to the condition in which the City initially provided it to the Contractor.

END OF SECTION

SECTION 01 6200

STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of providing storage and protection of the materials, products and supplies which are to be incorporated into the construction and indicating such storage areas on the working drawings with the location and dates when such areas will be available for each purpose.
- B. Reference Contract General Conditions, GC 803

1.02 SUBMITTALS

- A. Refer to Technical Specifications Sections 01 3000 and 01 3400 for submittal procedures. Submit concurrently with submittals required in Section 01 0500.
- B. Submit working drawings showing locations of storage areas not indicated on the Contract Drawings.
- C. Submit descriptions of proposed methods and locations for storing and protecting products.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials required for the storage and protection of the items specified shall be durable, weatherproof and either factory finished or painted to present an appearance acceptable to the City. Storage facilities shall be uniform in appearance with similar materials used to the maximum extent possible.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS OF EXECUTION

- A. Palletize materials, products and supplies which are to be incorporated into the construction and stored off the ground. Store these items in a manner which will prevent damage and which will facilitate inspection. Leave seals, tags and labels intact and legible. Maintain access to products to allow inspection. Protect products that would be affected by adverse environmental conditions.
- B. Periodically inspect stored products to ensure that products are being stored as stipulated and that they are free from damage and deterioration.
- C. Do not remove items from storage until they are to be incorporated into the Work.
- D. The Contractor shall ensure that all protective wrappings and coverings are secure and ballasted to prevent any items from deterioration and/or subsequent dislodgment. All items on the worksite that are subject to becoming windborne shall be ballasted or anchored.

3.02 HANDLING AND TRANSPORTATION

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- A. Handling
  - 1. Avoid bending, scraping or overstressing products. Protect projecting parts by blocking with wood, by providing bracing or by other approved methods.
  - 2. Protect products from soiling and moisture by wrapping or by other approved means.
  - 3. Package small parts in containers such as boxes, crates or barrels to avoid dispersal and loss. Firmly secure an itemized list and description of contents to each container
- B. Transportation
  - 1. Conduct the loading, transporting, unloading and storage of products so that they are kept clean and free from damage.

3.03 STORAGE

- A. Store items in a manner that shall prevent damage to the owner's property. Do not store hydraulic fluids, gasoline, liquid petroleum, gases, explosives, diesel fuel and other flammables in excavations, except one day's supply of diesel fuel may be stored in open excavations.
- B. Provide sheltered weather-tight or heated weather-tight storage as required for products subject to weather damage.
- C. Provide blocking, platforms or skids for products subject to damage by contact with the ground.
- D. All material shall be stored according to the manufacturer's recommendations. Any material that has to be stored within specified temperature or humidity ranges shall have a 24-hour continuously written recording made of the applicable condition. Should the recording show that the material was not stored within the recommended ranges the material shall be considered defective and in nonconformance. If a certification from the manufacturer's engineering design representative is provided stating that the actual variations are acceptable and will in no way harm the material or affect warranties, then the deficiency will be considered corrected.
- E. Store hazardous material separately, with all material marked with a label showing the hazard and how to treat exposure to the material.

3.04 LABELS

- A. Storage cabinets and sheds that will contain flammable substances and explosive substances shall be labeled FLAMMABLE--KEEP FIRE AWAY and NO SMOKING with conspicuous lettering and conforming to OSHA requirements.

END OF SECTION



SECTION 01 6300

SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of submitting for the approval of a different material, equipment or process than is described in the Contract Documents.
- B. If the substitution changes the scope of work, contract cost or contract time, a change order is required. As-built drawings and specifications must include all substitutions even if a change order is not issued.
- C. Reference Contract General Conditions, GC 406.

1.02 QUALITY CONTROL

- A. The substitution must provide the same quality as what it is replacing. The level of quality is defined by:
  - 1. Maintenance and operating cost
  - 2. Reliability
  - 3. Durability
  - 4. Life expectancy
  - 5. Ease of cleaning
  - 6. Ability to be upgraded as needed
  - 7. Ease of interacting with other systems or components
  - 8. Ability to be repaired
  - 9. Availability of replacement parts
  - 10. Established history of use in similar environments
  - 11. Performance equal or superior to that which it is replacing.

1.03 SUBMITTAL

- A. Refer to Technical Specifications Sections 01 3000 and 01 3400 for submittal procedures.
- B. A complete request for substitution must be made at least 60 days prior to when an order needs to be placed or a method needs to be changed.
- C. The submittal shall contain, as appropriate, detailed product data sheets for the specified items and the substitution. Samples and shop drawings shall also be submitted of the substitution as applicable. The submittal shall contain all the data required to be submitted for acceptance of the originally specified item or process.
- D. The submittal shall contain all the applicable information required in Technical Specifications Section 01 6300, paragraph 2.01 below.
- E. A signed statement as outlined in Technical Specifications Section 01 6300, paragraph 2.03.B below must accompany the Request for Substitution.

## PART 2 - EXECUTION

### 2.01 INFORMATION

- A. Provide the following information as applicable with the Request for Substitution on the item or process that is being requested to be substituted:
1. A complete description of the item or process
  2. Utility connections including electrical, plumbing, HVAC, fire protection and controls
  3. The physical dimensions and clearances
  4. A parts list with prices
  5. Samples of color and texture
  6. Detailed cost comparisons of the substitution and the contract specified item or process
  7. Manufacturer warranties
  8. Energy consumption over a one-year period
  9. What local organization is certified to maintain the item
  10. Performance characteristics and production rates
  11. A list of any license fees or royalties that must be paid
  12. A list of all variations for the item or method specified
  13. A list of at least three other projects of similar nature to this contract where the products or methods have been in use for at least one year including telephone number and name of the person to contact at these other projects
  14. An analysis of the effect of the substitution on the schedule and contract cost and on the overall project as it relates to adjoining work.

### 2.02 SUBSTITUTION REQUEST

- A. The formal Request for Substitution will be evaluated by the Project Manager and the Designer of Record based on the following criteria:
1. Compatibility with the rest of the project
  2. Reliability, ease of use and maintenance
  3. Both initial and long term cost
  4. Schedule impact
  5. The willingness of the Contractor to share equally in any cost savings
  6. The ability of the item or process to meet all applicable governing regulations, rules and laws along with funding agency requirements
  7. The cost of evaluating the substitution.
- B. Based upon the above evaluation the Project Manager will make a final determination of what is in the best interest of the City and either approve, disapprove or approve as noted the requested substitution.

2.03 CONDITIONS

- A. As a condition for submitting a Request for Substitution the Contractor waives all rights to claim for extra cost or change in contract time other than those outlined in the request and approved by the Project Manager. The Contractor, by submitting a Request for Substitution, also accepts all liability for cost and scheduling impact on other contractors or the City due to the substitution.
- B. Included with the Request for Substitution shall be the following statement:
  - 1. "The substitution being submitted is equal to or superior in all respects to the contract-required item or process. All differences between the substitution and the contract-required item or process are described in this request along with all cost and scheduling data."
- C. The statement shall be signed and dated by the Contractor's Superintendent.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 6500

SYSTEM STARTUP, TESTING AND TRAINING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide complete startup, testing and operator training services to ensure operability of all electrical and electronic equipment supplied.

1.02 SUBMITTAL

- A. Refer to Technical Specifications Sections 01 3000 and 01 3400 for submittal procedures.
  - 1. Test procedures
  - 2. Test report
  - 3. Training outline.

1.03 FIELD TESTS AND ADJUSTMENTS

- A. All electrical and mechanical equipment including the interfaces with control systems and the communication system, and all alarm and operating modes for each piece of equipment shall be tested by the Contractor to the satisfaction of the Project Manager and/or the User Agency and/or Facility Operator before any facility is put into operation. Tests shall be as specified herein and shall be made to determine whether the equipment has been properly assembled, aligned and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Contractor as part of the work.
  - 1. At least 7 days before the time allowed in the construction schedule for commencing startup and testing procedures, the Contractor shall submit to the Project Manager an electronic copy in a PDF format of the detailed procedures he proposes for testing and startup of all electrical and mechanical equipment. These procedures are submitted for review and acceptance.
  - 2. The Contractor's startup and testing procedures shall include detailed descriptions of all pre-operational hardware, electrical, mechanical and instrumentation used for testing work. Each control device, item of electrical, mechanical and instrumentation equipment, and all control circuits shall be considered in the testing procedures which shall be designed in a logical sequence to ensure that all equipment has been properly serviced, aligned, connected, wired, calibrated and adjusted prior to operation. Motors shall be tested in accordance with ANSI/IEEE Publication 112. The Contractor is advised that failure to observe these precautions may place the acceptability of the subject equipment in question, and he may either be required to demonstrate that the equipment has not been damaged, or replace it as determined by the Project Manager.
  - 3. Testing procedures shall be designed to duplicate as nearly as possible all conditions of operations and shall be carefully selected to ensure that the equipment is not damaged. All filters shall be in place during startup and testing. Once the Project Manager and/or the User Agency's Representative and/or Facility Operator has accepted the testing procedures, the Contractor shall provide checkout, alignment, adjustment and calibration signoff forms for each item of equipment and each system that will be used. The Contractor and the Project Manager

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and/or the User Agency's Representative and/or Facility Operator shall use the signoff forms in the field jointly to ensure that each item of electrical, mechanical and instrumentation equipment and each system has been properly installed and tested. The Contractor shall cooperate with project wide systems contractors where startup and testing is to be conducted concurrently.

4. Any special equipment needed to test equipment shall be provided to the City at no cost for a period of 30 days during startup.
- B. Before starting up the equipment, the Contractor shall properly service it and other items, which normally require service in accordance with the maintenance instructions. The Contractor shall be responsible for lubrication and maintenance of equipment and filters throughout the entire equipment "break-in" period described by the manufacturer.
1. The Contractor shall be responsible for the startup, adjustment, preliminary maintenance and checkout of all equipment and instrumentation. All systems shall be carefully checked for conformance with the design criteria.
  2. If any equipment or system does not operate as specified in the contract, the Contractor shall immediately replace or repair components until it operates properly.
  3. The Contractor shall submit a test report to the Project Manager and/or the User Agency's Representative and/or Facility Operator within 30 days after completion of the system startup period.

#### 1.04 SYSTEMS STARTUP AND TESTING

- A. The Contractor shall be responsible for a 30-day startup period during which time all hardware, electrical and mechanical equipment, communications, alarm systems and associated devices shall be energized and operated under local and automatic controls. The Contractor shall be present during the startup period with adequate labor and support personnel to adjust equipment and troubleshoot system failures that might arise.
- B. When a piece of electrical or mechanical equipment is found to be in conflict with specific criteria, an experienced representative of the manufacturer shall make an adjustment to the item.
- C. If adjustments fail to correct the operation of a piece of equipment or fixture, the Contractor shall remove the equipment or fixture from the project site and replace it with a workable replacement that meets the specification requirements.
- D. The 30-day startup period shall commence 30 days prior to the contract completion date and shall be completed prior to final payment. If, during the startup, any system fails to operate in accordance with contract requirements, the failure shall be corrected and the startup period shall begin again. At the end of the startup period, all filters shall be replaced with new ones. The City may, at its option, provide a Commissioning Representative to observe or participate in the startup and testing of any system. The Contractor shall coordinate with the Commissioning Representative relating to scheduling, reporting, forms, methods and procedures of the startup and testing.

#### 1.05 FINAL INSTRUCTIONS AND OPERATION TRAINING

- A. After startup and testing is completed, the Contractor shall demonstrate to the City's and/or the User Agency's Representative personnel the proper manner of operating

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the equipment, programming messages, making adjustments, responding to alarms and emergency signals, and maintaining the system.

- B. The Contractor shall provide on-the-job training by a suitably qualified instructor to designated personnel and shall instruct them in the operation and maintenance of the systems. In the event qualified instructors on the Contractor's staff are not available, the Contractor shall arrange with the equipment manufacturer for such instruction at no additional cost to the City.
- C. The Contractor shall provide a syllabus to the Project Manager at least seven calendar days prior to the start of each course that outlines topics to be covered, the proposed time allotted to each topic, and the target audience of the training session (technical, casual operator, overview, etc.). The Contractor shall not commence any training courses until the syllabus has been reviewed and approved by the Project Manager.
- D. The Contractor shall videotape all training sessions and provide labeled digital video disks (DVD) to the Project Manager. The Contractor shall provide three copies of the DVD to the Project Manager in DVD+R format.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 7000

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work specified in this Section includes procedures required prior to Final Acceptance of the Work in addition to those specified in General Conditions Title 20 and Technical Specifications Section 01 7200.
- B. Reference Special Contract Conditions, Liquidated Damages, and Contract General Conditions, GC 602, GC906, GC 909, GC 910, GC 2003.

1.02 PREPARATION FOR FINAL INSPECTION

- A. Before requesting inspection for Final Acceptance of the Work by the City, inspect, clean and repair the Work as required.

1.03 FINAL INSPECTION

- A. When the Contractor considers that the Work is complete, he shall submit written certification that:
  - 1. All punch list items have been completed.
  - 2. All clean up at the project site has been accomplished.
  - 3. Work has been inspected by the Contractor for compliance with contract documents.
  - 4. Work has been completed in accordance with contract documents.
  - 5. Work is ready for final inspection by the City.
  - 6. All as-built required documents have been submitted and accepted.
  - 7. All damaged or destroyed real, personal, public or private property has been repaired or replaced.
  - 8. All operation and maintenance manuals have been submitted and accepted and all training has been completed.
- B. The Project Manager and/or the Designer of Record will inspect to verify the status of completion with reasonable promptness after receipt of such certifications. If the Project Manager and/or the Designer of Record finds incomplete or defective work:
  - 1. The Project Manager may, at the Project Manager's sole discretion, either terminate the inspection or prepare a punch list and notify the Contractor in writing, listing incomplete or defective work.
  - 2. The Contractor shall take immediate steps to remedy stated deficiencies and send a second written certification to the Project Manager that Work is complete.
  - 3. The Project Manager and the Designer of Record will then re-inspect the Work.

1.04 REINSPECTION FEES

- A. Should the Project Manager perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:

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1. The Contractor shall compensate the City for such additional services at the rate identified in the Special Contract Conditions, Liquidated Damages,
2. The City shall deduct the amount of such compensation from the final payment to the Contractor.

1.05 FINAL CHANGE ORDER

- A. If required, the Project Manager will prepare a final change order, reflecting approved adjustments to the Contract sum which were not previously made by change orders including the following:
1. . Additions and deductions resulting from:
    - a. Allowances.
    - b. Final quantities for unit price items. Along with this statement shall be detailed backup for the quantities.
    - c. Deductions or corrected work.
    - d. Penalties.
    - e. Deductions for liquidated damages.
    - f. Deductions for re-inspection payments.
    - g. City resurveys required due to the Contractor.
    - h. Other adjustments.

1.06 FINAL APPLICATION FOR PAYMENT

- A. The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the General Conditions Title 20.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION



SECTION 01 7100

CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this section consists of maintaining a clean, orderly, hazard free worksite during construction, and final cleaning for the City's Final Acceptance. Failure to maintain the worksite will be grounds for withholding monthly payments until corrected to the satisfaction of the Project Manager and/or. the Project Inspector.
- B. Reference Contract General Conditions, GC 325, GC 803, GC 2001

1.02 JOB CONDITIONS

- A. Safety Requirements
  - 1. Maintain the worksite in a neat, orderly and hazard-free manner in conformance with all federal, state and local rules, codes, regulations and orders, including all OSHA requirements, until Final Acceptance of the Work. Keep catwalks, underground structures, worksite walks, sidewalks, roadways and streets, along with public and private walkways adjacent to the worksite, free from hazards caused by construction activities. Inspect those facilities regularly for hazardous conditions caused by construction activities.
- B. Hazards Control
  - 1. Store volatile wastes in covered metal containers and remove those wastes from worksite daily.
  - 2. Do not accumulate wastes which create hazardous conditions.
  - 3. If volatile and noxious substances are being used in spaces that are not naturally ventilated, provide artificial ventilation.
  - 4. Hazard controls shall conform to the applicable federal, state and local rules and regulations.
  - 5. Provide appropriate waste receptacles in all areas in which employees are working. Waste receptacles shall be kept covered at all times. All materials on site shall be anchored and covered to prevent any objects from becoming wind-borne.
  - 6. Should an incident involving a spill or other encounter of a non-contained hazardous material occur on site, the Contractor shall immediately call 311 and ask to have Environmental Health notified of the event and also immediately notify the City Project Manager.
- C. Access
  - 1. Maintain the worksite to permit access by other City contractors as required and to allow access by emergency personnel.

PART 2 - PRODUCTS

2.01 CLEANING MATERIALS

- A. Utilize the type of cleaning materials recommended by the manufacturer for the surfaces to be cleaned.
- B. Maintain current Material Safety Data Sheets (MSDS) on site for all chemicals.
- C. Ensure proper disposal of all wastes generated from the use of these materials. Must ensure compliance with all environmental regulations.

PART 3 - EXECUTION

3.01 INTERIM CLEANING

- A. Clean the worksite every shift/workday for the duration of the construction contract. Maintain structures, grounds, storage areas and other areas of worksite, including public and private properties immediately adjacent to worksite, free from accumulations of waste materials caused by construction operations. Place waste materials in covered metal containers. All hard concrete, steel, wood and finished walking surfaces shall be swept clean daily.
- B. Remove or secure loose material on open decks and on other exposed surfaces at the end of each workday or more often in a manner that will maintain the worksite hazard free. Secure material in a manner that will prevent dislodgment by wind and other forces.
- C. Sprinkle waste materials with water or acceptable chemical palliative to prevent blowing of dust.
- D. Promptly empty waste containers when they become full and legally dispose of the contents at dumping areas off the City's property.
- E. Control the handling of waste materials. Do not permit materials to be dropped or thrown from structures.
- F. Immediately remove spillage of construction related materials from haul routes, work site, private property or public rights of way.
- G. Clean only when dust and other contaminants will not precipitate upon newly painted surfaces.
- H. Cleaning shall be done in accordance with manufacturer's recommendation.
- I. Cleaning shall be done in a manner and using such materials as to not damage the Work.
- J. Clean areas prior to painting or applying adhesive.
- K. Clean all heating and cooling systems prior to operations. If the contractor is allowed to use the heating and cooling system it shall be cleaned prior to testing.
- L. Clean all areas that will be concealed prior to concealment.

3.02 FINAL CLEANING

- A. Inspect interior and exterior surfaces, including concealed spaces, in preparation for completion and acceptance.
- B. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains and extraneous markings.
- C. Remove surplus materials, except those materials intended for maintenance.
- D. Remove all tools, appliances, equipment and temporary facilities used in the construction.
- E. Remove detachable labels and tags. File them with the manufacturer's specifications for that specific material for the City's records.
- F. Repair damaged materials to the specified finish or remove and replace.
- G. After all trades have completed their work and just before Final Acceptance, all catch basins, manholes, drains, strainers and filters shall be cleaned; roadway, driveways, floors, steps and walks shall be swept. Interior building areas shall be vacuum cleaned and mopped.
- H. Final cleanup applies to all areas within and adjacent to the site.

END OF SECTION

SECTION 01 7200

CONTRACT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of maintaining, marking, recording and submitting contract record documents which include shop drawings, warranties, contract documents and contractor records.
- B. Reference Contract General Conditions, GC 324

1.02 RELATED DOCUMENTS

- A. Technical Specifications Section 01 4000 – “Contractor Quality Control”
- B. Technical Specifications Section 01 4200 – “Quality Assurance”

1.03 SUBMITTALS

- A. Each submittal of record documents shall contain the following information:
  - 1. Date
  - 2. Project title, address and numbers
  - 3. Contractor's name and address
  - 4. Title and number of each record document
  - 5. Certification that each document as submitted is complete and accurate
  - 6. Signature of the Contractor or his authorized representative.
- B. At the completion of this contract, deliver all record documents including the following:
  - 1. As-built shop drawings, diagrams, illustrations, schedules, charts, brochures and other similar data
  - 2. Warranties, guarantees and bonds
  - 3. Contract documents
  - 4. Contractor records.

1.04 QUALITY CONTROL

- A. Record Documents shall be prepared to a high standard of quality.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF DOCUMENTS

- A. The Contractor shall maintain at the worksite on a current basis one record copy of all drawings, specifications, addenda, change orders, approved shop drawings, working drawings, product data and samples in good order and marked currently to record all changes made during construction.

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- B. Maintain at the field office one copy of the following record documents:
  - 1. Contract Documents
    - a. Contract drawings with all clarifications, requests for information, directives, changes and as-built conditions clearly posted.
    - b. Contract specifications with all clarifications, requests for information, changes, directives and record of manufacturer actually used along with product trade name..
    - c. One set of drawings to record the following:
      - 1) Horizontal and vertical location of underground utilities affected by the Work.
      - 2) Location of internal utilities; include valves, controls, conduit, duct work, switches, pressure reducers, size reducers, transitions, crosses, tees, filters, motors, heaters, dampers, regulators, safety devices, sensors, access doors and appurtenances that are concealed in the construction shall be shown with dimensions given from a visible and recognizable reference to the item being located in all three dimensions. The drawing shall also reference the applicable submittal for the item being located.
      - 3) Field changes of dimensions and details including as-built elevations and location (station and offset).
      - 4) Details not on original contract drawings but obtained through requests for information or by other communications with the City or Designer of Record.
  - 2. Contractor Records
    - a. Daily QC Reports
    - b. Certificates of compliance for materials used in construction
    - c. Nonconformance Reports (NCRs)
    - d. Remedial Action Requests (RARs)
    - e. Completed inspection list
    - f. Inspection and test reports
    - g. Test procedures
    - h. Approved submittals
    - i. Material and equipment storage records
    - j. Erosion, sediment, hazardous and quality plans
    - k. Hazardous material records
    - l. First report of injuries

3.02 RECORDING

- A. Keep record documents current daily.
- B. Legibly mark copies of the contract drawings to record actual construction.
- C. Legibly mark up each Section of the technical specifications and contract drawings to record:
  - 1. Changes made by change orders, requests for information, substitutions and variations approved by submittals.

3.03 DOCUMENT MAINTENANCE

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- A. Maintain Documents in a clean, dry and legible condition, which shall be turned over to the City prior to final acceptance.
- B. Do not use record documents for construction purposes.
- C. Make documents available for inspection by the Project Manager and any others having jurisdiction.

3.04 MONTHLY REVIEW

- A. The Project Manager or his designated representative can inspect the record documents to ensure that they are being maintained and contain the most current correct data with particular attention to as-built drawings.
- B. If, the Project Manager determines that the documents are not being maintained and kept current as to as-built conditions, an amount may be withheld from the payment request and deducted from the contract value to cover the City's cost of collecting and recording the as-built contract data. This cost will be determined on the basis of \$75.00 per man-hour of effort.

END OF SECTION

SECTION 01 7300

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting operation and maintenance data for mechanical, electrical and other specified equipment.

1.02 SUBMITTALS

- A. Refer to Technical Specifications Section 01 3000 and 01 3400 for submittal procedures.
- B. Submit one (1) electronic copy and two (2) bound hard copy of the proposed Operation and Maintenance Data Manual format including a table of contents not less than 30 days prior to acceptance tests and final inspection.
- C. Submit one (1) electronic copy and two (2) bound hard copy of Operation and Maintenance Data Manual prior to final payment These copies shall incorporate any comments made on the previous submittals, along with final readings on all settings and gauges taken while the system is in fully satisfactory operation, final test and balance reports, and final sequence of operations standards.

1.03 CONTINUOUS UPDATING PROGRAM

- A. Furnish one electronic copy of the Contractor's letter indicating that suppliers have been notified to provide updated operation and maintenance data, service bulletins and other information pertinent to the equipment, as it becomes available.
  - 1. Contractor to verify with Project Manager to which Facility Operator these notices are to be sent. All updates after Final Acceptance are to be sent to a Facility Operator with only a copy of the transmittal to the Project Manger.

PART 2 - PRODUCTS

- A. Format: Submit operations and maintenance manuals in the following format:
  - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
- B. Two paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
  - 1. PAPER SIZE 8-1/2 inches x 11 inches.
  - 2. PAPER White bond, at least 20 pound weight.
  - 3. TEXT typewritten.

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4. PRINTED DATA Manufacturer's catalog cuts, brochures, operation and maintenance data. Clear reproductions thereof will be acceptable. If this data is in color, all final manuals must contain color data.
5. DRAWINGS 8-1/2 inches x 11 inches, bound with the text. Larger drawings are acceptable provided they are folded to fit into a pocket inside the rear cover of the manual. Reinforce edges of large drawings.
6. PRINTS OF DRAWINGS black ink on white paper, sharp in detail and suitable for making reproductions.
7. FLYSHEETS Separate each portion of the manual with colored, neatly prepared flysheets briefly describing the contents of the ensuing portion.
8. COVERS Provide 40 to 50 mil, clear plastic, front and plain back covers for each manual. The front covers shall contain the information required in paragraph 3.02 below.
9. BINDINGS Conceal the binding mechanism inside the manual; lockable 3 ring binders shall be provided.

PART 3 - EXECUTION

3.01 COVER

- A. Include the following information on the front cover and on the inside cover sheet:
  1. OPERATION AND MAINTENANCE INSTRUCTIONS
  2. (TITLE OF STRUCTURE OR FACILITY AND ADDRESS)
  3. (TITLE AND NUMBER OF CONTRACT)
  4. (CONTRACTOR'S NAME AND ADDRESS)
  5. (GENERAL SUBJECT OF THE MANUAL)
  6. (Leave spaces for signatures of the City representatives and acceptance date)

3.02 CONTENTS OF THE MANUAL

- A. An index of all volumes in each volume of multiple volume systems.
- B. An index in front of each volume. List and combine the literature for each system in the sequence of operation.
- C. Name, address and telephone numbers of Contractor, suppliers and installers along with the manufacturer's order number and description of the order.
- D. Name, address and telephone numbers of manufacturer's nearest service representatives.
- E. Name, address and telephone number of nearest parts vendor and service agency.
- F. Copy of guaranties and warranties issued to, and executed in the name of, the City.
- G. Anticipated date City assumes responsibility for maintenance.
- H. Description of system and component parts including theory of operation.
- I. Pre operation check or inspection list.
- J. Procedures for starting, operating and stopping equipment.
- K. Post operation check or shutdown list.



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- L. Inspection and adjustment procedures.
- M. Troubleshooting and fault isolation procedures for on-site level of repair.
- N. Emergency operating instructions.
- O. Accepted test data.
- P. Maintenance schedules and procedures.
- Q. Test procedures to verify the adequacy of repairs.
- R. One copy of each wiring diagram.
- S. One copy of each piping diagram.
- T. Location where all measurements are to be made.
- U. One copy of each duct diagram.
- V. One copy of control diagram.
- W. One copy of each accepted shop drawing.
- X. One copy of software programs imputable or changeable on site.
- Y. Manufacturer's parts list with catalog names, numbers and illustrations.
- Z. A list of components which are replaceable by the City.
- AA. An exploded view of each piece of the equipment with part designations.
- BB. List of manufacturer's recommended spare parts, current prices and recommended quantities for two years of operation.
- CC. List of special tools and test equipment required for the operation, maintenance, adjustment, testing and repair of the equipment, instruments and components.
- DD. Scale and corrosion control procedures.
- EE. Disassembly and re-assembly instructions.
- FF. Troubleshooting and repair instructions.
- GG. Calibration procedures.
- HH. Ordering information.
- II. Training course material used to train City staff, including DVD, slides and other presentation material.
- JJ. Inventory of all attic stock provided per the Technical Specifications and the specific location to which this was delivered.

END OF SECTION

SECTION 01 7320

CUTTING AND PATCHING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Cutting and patching includes cutting existing construction to provide for installation or performance of other Work, and subsequent fitting and patching required to restore surfaces to original conditions.
- C. Demolition of selected portions of the building for alterations is included in Technical Specification Section 017360, "Selective Demolition."

1.03 SUBMITTALS

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a description of proposed procedures well in advance of the time cutting and patching will be performed and request approval to proceed from Project Manager and/or Designer. Include the following information, as applicable, in the proposal:
  - (1) Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
  - (2) Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - (3) List products to be used and firms or entities that will perform Work.
  - (4) List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - (5) Approval by the Project Manager and/or Designer to proceed with cutting and patching does not waive the Designer's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.04 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
  - (1) Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

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- (a) Foundation construction.
  - (b) Bearing walls.
  - (c) Wood beams.
- (2) Refer to General Contract Conditions Section 316 Cutting and Patching the Work.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
  - (1) Obtain approval from the Project Manager and/or Designer of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - (a) Primary operational systems and equipment.
    - (b) Water, moisture, or vapor barriers.
    - (c) Roofing and flashings.
    - (d) Control systems.
    - (e) Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Designer's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

## PART 3 EXECUTION

### 3.01 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

### 3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.

- B. Protection: Protect existing construction during cutting and patching to prevent damage.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - (1) Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
  - (1) In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Do not cut holes larger than necessary. Temporarily cover openings when not in use.
  - (2) To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - (3) Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
  - (4) Comply with requirements of applicable Technical Specification Sections of Division-2 where cutting and patching requires excavating and backfilling.
  - (5) By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Perform all patching with durable seams that are not discernable from normal viewing distances. Comply with specified tolerances.
  - (1) Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - (2) Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.04 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01 7360

SELECTIVE DEMOLITION

1.01 GENERAL

1.02 RELATED DOCUMENTS

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

1.03 SUMMARY

- A. This Section requires the selective removal and subsequent offsite disposal of the following:
  - (1) Portions of existing building and structures indicated on drawings and as required to accommodate the restoration and rehabilitation of the building.
  - (2) Removal of items indicated "remove."
  - (3) Removal and protection of items indicated "remove," "salvage" or "relocate."
- B. Removal work specified elsewhere:
  - (1) Cutting and patching is specified in Technical Specification 017320.
- C. Related work specified elsewhere:
  - (1) Remodeling construction work and patching are included within the respective sections of specifications, including removal of materials for reuse and incorporation into remodeling.

1.04 SUBMITTALS

- A. Schedule indicating proposed sequence of operations for selective demolition work to Project Manager for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
- B. Photograph existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Project Manager prior to start of work.

1.05 JOB CONDITIONS

- A. Condition of Structures: City assumes no responsibility for actual condition of items to be removed.
  - (1) Conditions existing at time of inspection for bidding purposes will be maintained by City insofar as practicable. However, minor variations within structure may occur by City's removal and salvage operations prior to start of selective demolition work.
- B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

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- (1) Storage or sale of removed items on site will not be permitted.
- C. Protections: Provide temporary barricades and other forms of protection to protect City's personnel and general public from injury due to selective demolition work.
- (1) Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
  - (2) Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
  - (3) Protect floors with suitable coverings when necessary.
  - (4) Construct temporary dustproof partitions where required to separate areas where extensive dirt or dust operations are performed.
  - (5) Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
  - (6) Remove protections at completion of work.
- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- E. Flame Cutting: Do not use cutting torches without obtaining prior permission from the Project Manager and/or Designer.
- (1) Where permission is granted, do not proceed until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
- F. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
- (1) Maintain fire protection services during selective demolition operations.
- G. Environmental Controls: Use necessary and appropriate methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 INSPECTION

- A. Prior to commencing with selective demolition work, inspect areas in which work will be performed. Photograph existing conditions of structure surfaces, equipment or surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Designer prior to starting work.

### 3.02 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
  - (1) Cover and protect City's property from soilage or damage when demolition work is performed in areas where such items have not been removed.
  - (2) Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
    - (a) Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Project Manager if shutdown of service is necessary during changeover.

### 3.03 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
  - (1) Remove concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
  - (2) Promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
  - (3) Provide services for effective dust control.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Designer in written, accurate detail. Pending receipt of directive from Designer, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

### 3.04 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site. Coordinate with City all building materials removed from the building for on-site disposal.
  - (1) Disposal Procedures:
    - (a) Location: Denver Arapahoe Disposal Site - DADS. All debris must be disposed of at this location.
    - (b) Removal and Hauling: All Debris removal and hauling costs shall be part of the Base Bid.
    - (c) The Owner will set up an account at DADS that will cover the fees associated with Denver Arapahoe Disposal Site.
  - (2) If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution. Notify Project Manager and obtain specific direction regarding the suspected hazardous material from the City's Environmental Health Division.



- (3) Burning of removed materials is not permitted on project site or elsewhere within the City and County of Denver.

### 3.05 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
  - (1) Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start of demolition operations. Repair and clean adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

SECTION 01 7400

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting warranties and bonds required by these specifications.
- B. Reference Contract General Conditions: GC 111, GC 1501, GC 1502, GC 1503, GC 1801, GC 1802.

1.02 SUBMITTALS

- A. Refer to Technical Specifications Section 01 3000 for submittal procedures.
- B. Submit executed warranties and bonds.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 WARRANTIES AND BONDS

- A. Execute the warranties and bonds required by the Contract Documents. Prepare and submit all bonds on the forms provided by the City. Deliver the executed warranties in electronic and hard copy format.
- B. Provide warranties or bonds for the materials, labor and time period set forth in the sections of these specifications requiring such documents. All warranties shall be in accordance with the Contract General Conditions. Refer to the Technical Specifications for all specific items requiring longer warranty periods.
- C. Provide all warranties and bonds that the manufacturer or supplier furnishes at no additional cost in regular commercial trade.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements, if applicable:
  - 1. Division 01 Section "Selective Demolition for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

1.03 DEFINITIONS

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

1.04 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste

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management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:

- a. Asphalt paving.
- b. Concrete.
- c. Concrete reinforcing steel.
- d. Terra cotta/plaster walls.
- e. Structural and miscellaneous steel.
- f. Rough hardware.
- g. Insulation.
- h. Doors and frames.
- i. Door hardware.
- j. Windows.
- k. Glazing.
- l. Gypsum board.
- m. Equipment.
- n. Cabinets.
- o. Piping.
- p. Supports and hangers.
- q. Valves.
- r. Mechanical equipment.
- s. Refrigerants.
- t. Electrical conduit.
- u. Copper wiring.
- v. Lighting fixtures.
- w. Lamps.
- x. Ballasts.
- y. Electrical devices.

2. Construction Waste:

- a. Lumber.
- b. Wood sheet materials.
- c. Metals.
- d. Insulation.
- e. Carpet.
- f. Metal studs.
- g. Gypsum board.
- h. Piping.
- i. Electrical conduit.
- j. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

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1.05 ACTION SUBMITTALS

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

1.06 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, both estimated and actual in tons.
  - 5. Quantity of waste recycled, both estimated and actual in tons.
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. LEED Submittal: (Not applicable)
- H. Qualification Data: For refrigerant recovery technician.
- I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.07 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: General Contractor with a record of successful waste management coordination of projects with similar requirements.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

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- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction. Transport and legally dispose off site. Coordinate with City all building materials removed from the building for on-site disposal.
  - 1. Disposal Procedures:
    - (a) Location: Denver Arapahoe Disposal Site - DADS. All debris must be disposed of at this location.
    - (b) Removal and Hauling: All Debris removal and hauling costs shall be part of the Base Bid.
    - (c) The Owner will set up an account at DADS that will cover the fees associated with Denver Arapahoe Disposal Site.
  
- D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Technical Specification Section 012000 "Project Meetings." Meeting shall include contractors affected by the Waste Management Plan. Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

1.08 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification. Include separate sections in plan to distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: (Not applicable)
- D. Cost/Revenue Analysis: (Not applicable)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

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- B. General Contractor's Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on appropriate separation, handling, and recycling to be used by all parties and proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Technical Specification Section 01500 "Temporary Facilities" for controlling dust and dirt, environmental protection, and noise control.
- E. Waste Management in Historic Zones or Areas: Hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by 12 inches or more.

3.02 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: (Not applicable)
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Lighting Fixtures: Separate lamps by type and protect from breakage.
- F. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

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3.03 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:

C. RECYCLING RECEIVERS AND PROCESSORS				
D. CO Resource E. Management	F. 400 Marriel Avenue G. Carbondale, CO 81623	H. (970) 963- 8900	I. George MacDon ald	
J. Oxford Recycling	K. 2400 W. Oxford Avenue L. Englewood, CO 80110	M. (303) 762- 1160	N. John Kent	
O. Allied Waste	P. 10303 E. Dry Creek Rd #250 Q. Englewood, CO 80112	R. (720) 895- 1500	S. Bill Kich	
T. Waste-Not	U. 1065 Poplar Street V. Loveland, CO 80534	W. (970) 669- 9912	X. Gary Gettman	
Y. Bunting Disposal	Z. 3315 State Street AA. Evans, CO 80620	BB. (970) 339- 3023	CC. Bryan Bunting	
DD. Phoenix Recycling	EE. 2501 Delwood Avenue FF. Durango, CO 81301	GG. (970) 375- 1300	HH. Mark Thomps on	
II. Waste Chasers	JJ. 19 Oak Avenue KK. Eaton, CO 80615	LL. (970) 454- 2497	MM. Jason Hawk	



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NN. Colorado All Waste	OO. 7247 E. County Line Rd PP. Longmont, CO 80504	QQ. (303) 702-9955	RR. Majori McDona Id
SS. Patch Construction	TT. 12655 State Hwy 67 UU. Florence, CO 81226	VV. (719) 784-6236	WW. David Patch Jr.
XX. Pueblo Disposal	YY. 28900 E. Hwy 96 ZZ. Pueblo, CO 81001	AAA. (719) 948-0047	BBB.
CCC. Construction Endeavors	DDD. 2255 E. Las Vegas Rd EEE. Colorado Springs, CO	FFF. (303) 375-0785	GGG.

HHH. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

III. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

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3.04 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
  - 1. Pulverize concrete to maximum 4-inch size.
- C. Masonry (Terra Cotta): Remove anchors and ties from masonry and sort with other metals.
  - 1. Pulverize masonry to maximum 4-inch size.
- D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, panel products, and treated wood materials.
- E. Metals: Separate metals by type.
  - 1. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- G. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- H. Conduit: Reduce conduit to straight lengths and store by type and size.

3.05 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
  - 1. Comply with requirements in Division 32 Section "Plants" for use of chipped organic waste as organic mulch.
- C. Wood Materials:
  - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

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- a. Comply with requirements in Division 32 Section "Plants." for use of clean sawdust as organic mulch.
- D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
- 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.06 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them as follows:

Location: Denver Arapahoe Disposal Site - DADS. All debris must be disposed of at this location.

Removal and Hauling: All Debris removal and hauling costs shall be part of the Base Bid.

The Owner will set up an account at DADS that will cover the fees associated with Denver Arapahoe Disposal Site.

- 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION

SECTION 04 4313

ANCHORED STONE MASONRY VENEER

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Stone masonry anchored to unit masonry backup.

B. Related Requirements:

1. Section 05 5000 "Metal Fabrications" for furnishing steel lintels and shelf angles for stone masonry.
2. Section 01 7360 "Selective Demolition" for salvage and reuse of existing stone.

1.02 ACTION SUBMITTALS

A. Product Data: For each variety of stone, stone accessory, and manufactured product.

B. Samples:

1. For each stone type indicated.
2. For each color of mortar required.

1.03 FIELD CONDITIONS

A. Protection of Stone Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work.

B. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried.

C. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.01 STONE

A. Varieties and Sources: Subject to compliance with requirements, provide the following:

1. Lyons Sandstone; Colorado Red Flagstone.

2.02 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, except Type III may be used for cold-weather construction; natural color or white cement may be used as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in stone masonry mortar.
- D. Aggregate: ASTM C 144 and as follows:
  - 1. For pointing mortar, use aggregate graded with 100 percent passing No. 16 sieve.
- E. Water: Potable.

2.03 VENEER ANCHORS

- A. Materials:
  - 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2.
  - 2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304.
  - 3. Hot-Dip Galvanized-Steel Sheet: ASTM A 1008/A 1008M, cold-rolled, carbon-steel sheet, hot-dip galvanized after fabrication to comply with ASTM A 153/A 153M, Class B-2.
- B. Corrugated-Metal Veneer Anchors: Not less than 0.030-inch- thick by 7/8-inch- wide hot-dip galvanized-steel sheet with corrugations having a wavelength of 0.3 to 0.5 inch and an amplitude of 0.06 to 0.10 inch.

2.04 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing, where flashing is exposed or partly exposed and where indicated, complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
  - 1. Stainless Steel: ASTM A 240/A 240M, Type 304, 0.016 inch thick.

2.05 MISCELLANEOUS MASONRY ACCESSORIES

- A. Weep/Vent Products: Use the following unless otherwise indicated:
  - 1. Wicking Material: Absorbent rope, made from cotton or UV-resistant synthetic fiber, 1/4 to 3/8 inch in diameter, in length required to produce 2-inch exposure on exterior and 18 inches in cavity behind stone masonry. Use only for weeps.
  - 2. Round Plastic Tubing: Medium-density polyethylene, 3/8-inch OD by thickness of stone masonry.

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- B. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.
  - 1. Provide one of the following configurations:
    - a. Strips, full depth of cavity and 10 inches wide, with dovetail-shaped notches 7 inches deep that prevent mesh from being clogged with mortar droppings.
    - b. Strips, not less than 3/4 inch thick and 10 inches wide, with dimpled surface designed to catch mortar droppings and prevent weep holes from being clogged with mortar.
    - c. Sheets or strips full depth of cavity and installed to full height of cavity.
    - d. Sheets or strips not less than 3/4 inch thick and installed to full height of cavity with additional strips 4 inches high at weep holes and thick enough to fill entire depth of cavity and prevent weep holes from being clogged with mortar.

2.06 FABRICATION

- A. Select stone to produce pieces of thickness, size, and shape indicated, including details and pattern on Drawings.
- B. Thickness of Stone: Provide thickness indicated, but not less than the following:
  - 1. Thickness: 4 inches plus or minus 1/2 inch. Thickness does not include projection of pitched faces.
- C. Finish exposed stone faces and edges to comply with requirements indicated for finish and to match approved samples.
  - 1. Finish: As indicated.
  - 2. Finish for Lintels: Smooth.
  - 3. Finish for Copings: Smooth.
    - a. Finish exposed ends of copings same as front and back faces.

2.07 MORTAR MIXES

- A. General: Do not use admixtures unless otherwise indicated.
  - 1. Do not use calcium chloride.
  - 2. Use portland cement-lime masonry cement or mortar cement mortar unless otherwise indicated.
  - 3. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials together before adding water. Then mix again, adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for one to two hours. Add remaining water in small portions until mortar reaches required consistency. Use mortar within 30 minutes of final mixing; do not retemper or use partially hardened material.
- B. Mortar for Stone Masonry: Comply with ASTM C 270, Proportion Specification.

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- C. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required. Do not add pigments to colored cement products.
  - 1. Pigments shall not exceed 10 percent of portland cement by weight.
  - 2. Pigments shall not exceed 5 percent of masonry cement or mortar cement by weight.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Accurately mark stud centerlines on face of weather-resistant sheathing paper before beginning stone installation.

3.02 SETTING STONE MASONRY

- A. Perform necessary field cutting and trimming as stone is set.
  - 1. Use power saws to cut stone that is fabricated with saw-cut surfaces.
  - 2. Use hammer and chisel to split stone that is fabricated with split surfaces.
  - 3. Pitch face at field-split edges as needed to match stones that are not field split.
- B. Sort stone before it is placed in wall to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
- C. Arrange stones in uncoursed ledgerrock pattern with joint widths within tolerances indicated. Insert small stones into spaces between larger stones as needed to produce joints as uniform in width as practical.
- D. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
- E. Maintain uniform joint widths except for variations due to different stone sizes and where minor variations are required to maintain bond alignment if any. Lay walls with joints not less than 3/8 inch at narrowest points or more than 1 inch at widest points.
- F. Provide sealant joints of widths and at locations indicated.
  - 1. Keep sealant joints free of mortar and other rigid materials.
  - 2. Sealing joints is specified in Section 07 9200 "Joint Sealants."
- G. Install embedded flashing and weep holes at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
  - 1. At lintels and shelf angles, extend flashing full length of angles but not less than 6 inches into masonry at each end.
  - 2. At sills, extend flashing not less than 4 inches at ends.
  - 3. At ends of head and sill flashing, turn up not less than 2 inches to form end dams.
  - 4. Extend sheet metal flashing 1/2 inch beyond masonry face at exterior, and turn flashing down to form a drip.

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5. Install metal drip edges beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch back from exterior wall face and adhere flexible flashing to top of metal drip edge.
  6. Install metal flashing termination beneath flexible flashing at exterior wall face. Stop flexible flashing 1/2 inch back from exterior wall face and adhere flexible flashing to top of metal flashing termination.
  7. Cut flexible flashing flush with wall face after completing masonry wall construction.
- H. Place weep holes and vents in joints where moisture may accumulate, including at base of cavity walls, above shelf angles, and at flashing.
1. Use wicking material or round plastic tubing to form weep holes.
  2. Use wicking material to form weep holes above flashing in stone sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
  3. Space weep holes 16 inches o.c.
  4. Trim wicking material used in weep holes flush with exterior wall face after mortar has set.
  5. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

### 3.03 CONSTRUCTION TOLERANCES

- A. Variation from Plumb: For vertical lines and surfaces, do not exceed 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch in 40 feet or more. For external corners, expansion joints, control joints, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.
- B. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines, do not exceed 1/4 inch in 20 feet or 1/2 inch in 40 feet or more.
- C. Variation of Linear Building Line: For position shown in plan, do not exceed 1/2 inch in 20 feet or 3/4 inch in 40 feet or more.

### 3.04 INSTALLATION OF ANCHORED STONE MASONRY

- A. Anchor stone masonry to unit masonry with corrugated-metal or individual wire veneer anchors unless otherwise indicated. Embed anchors in unit masonry mortar joints or grouted cells at a distance of at least one-half of unit masonry thickness.
- B. Space anchors to provide not less than one anchor per 2 sq. ft. of wall area. Install additional anchors within 12 inches of openings, sealant joints, and perimeter at intervals not exceeding 12 inches.
- C. Set stone in full bed of mortar with full head joints unless otherwise indicated. Build anchors into mortar joints as stone is set.
- D. Provide 1-inch cavity between stone masonry and backup construction unless otherwise indicated. Keep cavity free of mortar droppings and debris.
1. Slope beds toward cavity to minimize mortar protrusions into cavity.
  2. Do not attempt to trowel or remove mortar fins protruding into cavity.



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- E. Rake out joints for pointing with mortar to depth of not less than 1/2 inch before setting mortar has hardened. Rake joints to uniform depths with square bottoms and clean sides.

3.05 POINTING

- A. Prepare stone-joint surfaces for pointing with mortar by removing dust and mortar particles. Where setting mortar was removed to depths greater than surrounding areas, apply pointing mortar in layers not more than 3/8 inch deep until a uniform depth is formed.
- B. Point stone joints by placing and compacting pointing mortar in layers of not more than 3/8 inch deep. Compact each layer thoroughly and allow to it become thumbprint hard before applying next layer.
- C. Tool joints, when pointing mortar is thumbprint hard, with a smooth jointing tool to produce the following joint profile:
  - 1. Joint Profile: Smooth, flat face slightly below edges of stone.

3.06 ADJUSTING AND CLEANING

- A. In-Progress Cleaning: Clean stone masonry as work progresses. Remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean stone masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on mockup; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before cleaning stone masonry.
  - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaner; remove cleaner promptly by rinsing thoroughly with clear water.
  - 5. Clean stone masonry by bucket and brush hand-cleaning method described in BIA Technical Note No. 20, Revised II, using job-mixed detergent solution.

3.07 EXCESS MATERIALS AND WASTE

- A. Excess Stone: Stack excess stone where directed by Owner for Owner's use.
- B. Dispose of clean masonry waste, including mortar and excess or soil-contaminated sand.

END OF SECTION 04 4313

SECTION 05 5000

METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Miscellaneous steel framing and supports.
  - 2. Shelf angles.
  - 3. Metal ladders.
  - 4. Loose bearing and leveling plates.
  
- B. Products furnished, but not installed, under this Section include the following:
  - 1. Loose steel lintels.
  - 2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

1.02 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.01 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
  
- B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
  
- C. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.
  
- D. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.
  
- E. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.
  
- F. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
  - 1. Size of Channels: As indicated.
  - 2. Material: Galvanized steel, ASTM A 653/A 653M, commercial steel, Type B, with G90 coating; 0.064-inch nominal thickness.

## 2.02 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
  - 1. Provide stainless-steel fasteners for fastening aluminum.
  - 2. Provide stainless-steel fasteners for fastening stainless steel.
- B. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.
- C. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.
- D. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches by length indicated with anchor straps or studs not less than 3 inches long at not more than 8 inches o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B 633, Class Fe/Zn 5, as needed for fastening to inserts.

## 2.03 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches from ends and corners of units and 24 inches o.c.

2.04 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.05 SHELF ANGLES

- A. Fabricate shelf angles from steel angles of sizes indicated and for attachment to concrete framing. Provide horizontally slotted holes to receive 3/4-inch bolts, spaced not more than 6 inches from ends and 24 inches o.c., unless otherwise indicated.
- B. For cavity walls, provide vertical channel brackets to support angles from backup masonry and concrete.
- C. Galvanize shelf angles located in exterior walls.
- D. Furnish wedge-type concrete inserts, complete with fasteners, to attach shelf angles to cast-in-place concrete.

2.06 METAL LADDERS

- A. General:
  - 1. Comply with ANSI A14.3.
- B. Steel Ladders:
  - 1. Space siderails 18 inches apart unless otherwise indicated.
  - 2. Siderails: Continuous, 3/8-by-2-1/2-inch steel flat bars, with eased edges.
  - 3. Rungs: 3/4-inch-diameter steel bars.
  - 4. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
  - 5. Provide nonslip surfaces on top of each rung.
  - 6. Galvanize ladders, including brackets.

2.07 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
- C. Galvanize exterior miscellaneous steel trim.

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2.08 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

2.09 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Galvanize loose steel lintels located in exterior walls.

2.10 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.11 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.

2.12 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.

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4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
  - D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
  - E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- 3.02 INSTALLING BEARING AND LEVELING PLATES
- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
  - B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.
- 3.03 ADJUSTING AND CLEANING
- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 05 5000

SECTION 05 5213

PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Steel pipe and tube railings.

1.02 ACTION SUBMITTALS

- A. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- B. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 4000 "Quality Requirements," to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
    - b. Infill load and other loads need not be assumed to act concurrently.

2.02 STEEL AND IRON

- A. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.

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- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.03 FASTENERS

- A. General: Provide the following:
  - 1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
- B. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.

2.04 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

2.05 FABRICATION

- A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- B. Form work true to line and level with accurate angles and surfaces.
- C. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- E. Close exposed ends of railing members with prefabricated end fittings.
- F. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.



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- G. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

2.06 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  - 1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  - 2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
  - 3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
- B. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
- C. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  - 1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
  - 1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.

3.02 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 05 5213

SECTION 05 7300

CABLE RAILINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Stainless-steel decorative railings with stainless-steel wire-rope guard infill.

1.02 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas and for pedestrian guidance and support, visual separation, or wall protection.

1.03 COORDINATION AND SCHEDULING

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.

1.04 ACTION SUBMITTALS

- A. Product Data: Manufacturer's product lines of railings assembled from standard components.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details.

1.05 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.06 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

## PART 2 - PRODUCTS

### 2.01 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 4000 "Quality Requirements," to design railings, including attachment to building construction.
- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
  - 1. Stainless Steel: 60 percent of minimum yield strength.
- C. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
    - b. Infill load and other loads need not be assumed to act concurrently.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior railings by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.02 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

### 2.03 STAINLESS STEEL

- A. Tubing: ASTM A 554, Grade MT 304.
- B. Pipe: ASTM A 312/A 312M, Grade TP 304.
- C. Castings: ASTM A 743/A 743M, Grade CF 8 or CF 20.
- D. Sheet, Strip, Plate, and Flat Bar: ASTM A 666, Type 304.
- E. Bars and Shapes: ASTM A 276, Type 304.
- F. Wire Rope and Fittings:

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1. Wire Rope: 1-by-19 or 7-by-7 wire rope made from wire complying with ASTM A 492, Type 316.
2. Wire-Rope Fittings: Connectors of types indicated, fabricated from stainless steel, and with capability to sustain, without failure, a load equal to minimum breaking strength of wire rope with which they are used.

2.04 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
  1. Stainless-Steel Components: Type 304 stainless-steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

2.05 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Make up wire-rope assemblies in the shop to field-measured dimensions with fittings machine swaged. Minimize amount of turnbuckle take-up used for dimensional adjustment so maximum amount is available for tensioning wire ropes. Tag wire-rope assemblies and fittings to identify installation locations and orientations for coordinated installation.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Close exposed ends of hollow railing members with prefabricated end fittings.
- H. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- I. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

2.06 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.07 STAINLESS-STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
- C. Directional Satin Finish: No. 4.
- D. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- B. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.02 CLEANING

- A. Clean stainless steel by washing thoroughly with clean water and soap, rinsing with clean water, and wiping dry.

END OF SECTION 05 7300

SECTION 06 1053

MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Wood blocking, cants, and nailers.
  2. Wood furring.
  3. Plywood.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

PART 2 - PRODUCTS

2.01 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

2.02 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Application: Treat all miscellaneous carpentry unless otherwise indicated.
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.

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2.03 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Cants.
  - 4. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any species.

2.04 PLYWOOD PANELS

- A. Plywood Panels: DOC PS 1, Marine, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.05 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit.
- B. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- D. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

END OF SECTION 06 1053

SECTION 07 1326

SELF-ADHERING SHEET WATERPROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Modified bituminous sheet waterproofing.

1.02 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review waterproofing requirements including surface preparation, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and sheet flashings, installation procedures, testing and inspection procedures, and protection and repairs.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, and tested physical and performance properties of waterproofing.
  - 2. Include manufacturer's written instructions for evaluating, preparing, and treating substrate.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.

1.06 FIELD CONDITIONS

- A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.
  - 1. Do not apply waterproofing in snow, rain, fog, or mist.
- B. Maintain adequate ventilation during preparation and application of waterproofing materials.



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1.07 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard materials-only warranty in which manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Source Limitations for Waterproofing System: Obtain waterproofing materials, protection course, and molded-sheet drainage panels from single source from single manufacturer.

2.02 MODIFIED BITUMINOUS SHEET WATERPROOFING

- A. Modified Bituminous Sheet: Minimum 60-mil nominal thickness, self-adhering sheet consisting of 56 mils of rubberized asphalt laminated on one side to a 4-mil- thick, polyethylene-film reinforcement, and with release liner on adhesive side.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Carlisle Coatings & Waterproofing Inc; CCW MiraDRI 860/861.
- b. Grace Construction Products; W.R. Grace & Co. -- Conn; Bituthene 3000/Low Temperature.
- c. Protecto Wrap Company; PW 100/60.

2. Physical Properties:

- a. Tensile Strength, Membrane: 250 psi minimum; ASTM D 412, Die C, modified.
- b. Ultimate Elongation: 300 percent minimum; ASTM D 412, Die C, modified.
- c. Low-Temperature Flexibility: Pass at minus 20 deg F; ASTM D 1970.
- d. Crack Cycling: Unaffected after 100 cycles of 1/8-inch movement; ASTM C 836.
- e. Puncture Resistance: 40 lbf minimum; ASTM E 154.
- f. Water Absorption: 0.2 percent weight-gain maximum after 48-hour immersion at 70 deg F; ASTM D 570.
- g. Water Vapor Permeance: 0.05 perms maximum; ASTM E 96/E 96M, Water Method.
- h. Hydrostatic-Head Resistance: 200 feet minimum; ASTM D 5385.

2.03 AUXILIARY MATERIALS

- A. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.

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- B. Primer: Liquid primer recommended for substrate by sheet-waterproofing material manufacturer.
- C. Protection Course: Recommended for membrane by sheet-waterproofing material manufacturer.

2.04 MOLDED-SHEET DRAINAGE PANELS

- A. Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel: Composite subsurface drainage panel consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a nonwoven, needle-punched geotextile facing with an apparent opening size not exceeding No. 70 sieve laminated to one side of the core; and with a vertical flow rate of 9 to 15 gpm per ft..
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle Coatings & Waterproofing Inc; CCW MiraDRAIN 6000.
    - b. Grace Construction Products; W.R. Grace & Co. -- Conn; Hydroduct 220.
    - c. Protecto Wrap Company; Protecto Drain 2000-V.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the waterproofing.
  - 1. Verify that substrate is visibly dry and within the moisture limits recommended in writing by manufacturer. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 SURFACE PREPARATION

- A. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
- C. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.
- D. Corners: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.
- E. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions according to ASTM D 6135.

3.03 MOLDED-SHEET DRAINAGE-PANEL INSTALLATION

- A. Place and secure molded-sheet drainage panels, with geotextile facing away from wall or deck substrate, according to manufacturer's written instructions. Use adhesives or other methods that do not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.
  - 1. For vertical applications, install protection course before installing drainage panels.

3.04 PROTECTION, REPAIR, AND CLEANING

- A. Protect waterproofing from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- C. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 1326

SECTION 07 1353

ELASTOMERIC SHEET WATERPROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. EPDM rubber sheet waterproofing.
  2. Butyl rubber sheet waterproofing.

1.02 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.03 ACTION SUBMITTALS

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

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.

1.05 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard materials-only warranty in which manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.
1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 SHEET WATERPROOFING

- A. EPDM Rubber Sheet: ASTM D 6134, Type I, 60-mil- thick flexible sheet, unreinforced, formed from EPDM.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle Coatings & Waterproofing Inc.; Sure-Seal EPDM.

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- B. Butyl Rubber Sheet: ASTM D 6134, Type II, 60-mil- thick flexible sheet, unreinforced, formed from isobutylene-isoprene rubber.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle Coatings & Waterproofing Inc.; Sure-Seal Butyl.

2.02 AUXILIARY MATERIALS

- A. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.
- B. Concealed Sheet Flashing: Same material, construction, and thickness as sheet waterproofing or 60-mil- thick, uncured EPDM, as required by manufacturer.
- C. Exposed Sheet Flashing: 60-mil- thick EPDM, cured or uncured, as required by manufacturer.
- D. Splicing Cement and Cleaner: Single-component butyl splicing cement and solvent-based splice cleaner.
- E. Lap Sealant: Single-component sealant.
- F. Waterproofing and Sheet-Flashing Accessories: Provide sealants, pourable sealers, cone and vent flashings, inside and outside corner flashings, termination reglets, and other accessories recommended by waterproofing manufacturer for intended use.

2.03 MOLDED-SHEET DRAINAGE PANELS

- A. Woven-Geotextile-Faced, Molded-Sheet Drainage Panel: Composite subsurface drainage panels consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a woven-geotextile facing with an apparent opening size not exceeding No. 40 sieve laminated to one side of the core; and with a horizontal flow rate not less than 2.8 gpm per ft..
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle Coatings & Waterproofing Inc.; CCW MiraDRAIN 9000 or CCW MiraDRAIN 9900.

PART 3 - EXECUTION

3.01 COMPARTMENTED, LOOSELY LAID SHEET INSTALLATION

- A. Prepare surfaces and install compartmented, loosely laid sheets over entire area to receive waterproofing according to manufacturer's written instructions.
- B. Accurately align sheets and maintain uniform side and end laps of minimum dimensions required. Stagger end laps.

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- C. Apply continuous beads of water-cutoff mastic, of size recommended in writing by waterproofing manufacturer, to substrates in a 60-by-60-inch grid pattern before installing sheet.
- D. Apply sheets with side laps shingled with slope of deck where possible.
- E. Spread sealant bed over deck drain flange at deck drains and securely seal sheet waterproofing in place with clamping ring.
- F. Repair tears, voids, and lapped seams in waterproofing that do not comply with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending beyond repaired areas in all directions.

3.02 MOLDED-SHEET DRAINAGE-PANEL INSTALLATION

- A. Place and secure molded-sheet drainage panels, with geotextile facing away from wall or deck substrate, according to manufacturer's written instructions. Use adhesives or other methods that do not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.

3.03 PROTECTION, REPAIR, AND CLEANING

- A. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect installed drainage panels from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- C. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- D. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 1353

SECTION 07 6200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Manufactured reglets with counterflashing.
2. Formed roof-drainage sheet metal fabrications.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Distinguish between shop- and field-assembled work.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

2.02 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Provide zinc-coated (galvanized) steel sheet according to ASTM A 653/A 653M, G90 coating designation or aluminum-zinc alloy-coated steel sheet according to ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40.
1. Surface: Manufacturer's standard clear acrylic coating on both sides.

## 2.03 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

## 2.04 MANUFACTURED REGLETS

- A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with interlocking counterflashing on exterior face, of same metal as reglet.

## 2.05 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Obtain field measurements for accurate fit before shop fabrication.
  - 2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.



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- C. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- D. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

2.06 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
- B. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch- wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
  - 1. Galvanized Steel: 0.028 inch thick.
  - 2. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  - 4. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Hanging Gutters: Provide for thermal expansion. Attach gutters at fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to scupper.
- C. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
- D. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

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- F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 07 9200 "Joint Sealants."

3.02 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.

3.03 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 07 6200

SECTION 07 7200

ROOF ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Roof hatches.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory indicated.
- B. Shop Drawings: For roof accessories.

PART 2 - PRODUCTS

2.01 METAL MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation.
  - 1. Mill-Phosphatized Finish: Manufacturer's standard for field painting.
- B. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 coated.
  - 1. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil.
- C. Aluminum Sheet: ASTM B 209, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  - 1. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil.
- D. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.

2.02 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1-1/2 inches thick.

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- C. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.
- D. Sealants: As recommended by roof accessory manufacturer for installation indicated.

2.03 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids and insulated single-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Babcock-Davis.
    - b. Bilco Company (The).
    - c. Dur-Red Products.
    - d. J. L. Industries, Inc.
    - e. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
- B. Type and Size: Single-leaf lid, 30 by 36 inches.
- C. Hatch Material: Zinc-coated (galvanized) steel sheet, 0.079 inch thick.
  - 1. Finish: Factory prime coating.
- D. Hardware: Galvanized-steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.
- E. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder.
  - 1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.
  - 2. Height: 42 inches above finished roof deck.
  - 3. Material: Steel tube.
  - 4. Post: 1-5/8-inch-diameter pipe.
  - 5. Finish: Manufacturer's standard baked enamel or powder coat.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.

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2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.

B. Roof-Hatch Installation:

1. Install roof hatch so top surface of hatch curb is level.
2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
3. Attach ladder-assist post according to manufacturer's written instructions.

C. Seal joints with sealant as required by roof accessory manufacturer.

3.02 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 09 9113 "Exterior Painting".
- C. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 7200

SECTION 07 9200

JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Nonstaining silicone joint sealants.
  2. Urethane joint sealants.
  3. Latex joint sealants.

1.02 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.

1.03 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 795.
    - b. Pecora Corporation; 895NST.
    - c. Tremco Incorporated; Spectrem 2.

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2.02 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Construction Chemicals, LLC, Building Systems; Sonalastic TX1.
    - b. Pecora Corporation; Dynatrol I-XL.
    - c. Sika Corporation U.S.; Sikaflex Textured Sealant.
    - d. Tremco Incorporated; Dymonic.

2.03 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Construction Chemicals, LLC, Building Systems; Sonolac.
    - b. Pecora Corporation; AC-20.
    - c. Tremco Incorporated; Tremflex 834.

2.04 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2.05 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove laitance and form-release agents from concrete.

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2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.02 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.03 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  1. Joint Locations:
    - a. Construction joints in cast-in-place concrete.
    - b. Control and expansion joints in unit masonry.
    - c. Joints in dimension stone masonry.
    - d. Other joints as indicated on Drawings.
  2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.



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- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Vertical joints on exposed surfaces of unit masonry walls and partitions.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Urethane, S, NS, 25, NT.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
  
- C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
  - 1. Joint Locations:
    - a. Control joints on exposed interior surfaces of exterior walls.
    - b. Perimeter joints between interior wall surfaces and frames of interior doors.
    - c. Other joints as indicated on Drawings.
  - 2. Joint Sealant: Acrylic latex.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 07 9200

SECTION 08 1113

HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes hollow-metal work.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.
- C. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

PART 2 - PRODUCTS

2.01 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Heavy-Duty Doors and Frames: SDI A250.8, Level 2..
  - 1. Physical Performance: Level B according to SDI A250.4.
  - 2. Doors:
    - a. Type: As indicated in the Door and Frame Schedule.
    - b. Thickness: 1-3/4 inches.
    - c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch, with minimum A40 coating.
    - d. Edge Construction: Model 1, Full Flush.
    - e. Core: Manufacturer's standard insulation material.
  - 3. Frames:
    - a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.
    - b. Construction: Full profile welded.
  - 4. Exposed Finish: Prime.

2.02 FRAME ANCHORS

- A. Jamb Anchors:

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1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
  2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
  3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:
1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
  2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

## 2.03 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
  1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.
- G. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.
- H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).
- I. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat.

## 2.04 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

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- B. Hollow-Metal Doors:
  - 1. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 2. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
  - 3. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
  - 4. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
      - 1) Two anchors per jamb up to 60 inches high.
      - 2) Three anchors per jamb from 60 to 90 inches high.
      - 3) Four anchors per jamb from 90 to 120 inches high.
      - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
    - b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      - 1) Three anchors per jamb up to 60 inches high.
      - 2) Four anchors per jamb from 60 to 90 inches high.
      - 3) Five anchors per jamb from 90 to 96 inches high.
      - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
    - c. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
  - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.05 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: SDI A250.10.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - b. Install door silencers in frames before grouting.
    - c. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - d. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - e. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
  2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
  3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
  4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
  5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
  6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
  7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
  8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

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- B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Steel Doors:
    - a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
    - b. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.
    - c. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.

3.02 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 08 1113

SECTION 08 3513

FOLDING DOORS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Accordion folding doors.
  - 2. Panel folding doors.

1.02 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.03 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 folding doors.
- B. Shop Drawings:
  - 1. Include plans, elevations, sections, and installation details.
  - 2. Include clearances required for operation, access requirements, and accessory items.
- C. Samples: For each exposed product and for each color and texture specified.

1.04 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For folding doors to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.01 PANEL FOLDING DOORS

- A. Description: Top-supported, horizontal-sliding, manually operated panel folding doors, with panels joined by continuous hinge connectors for the full height of panels.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

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- a. Panelfold Inc.
  - b. Woodfold Mfg., Inc; Series 240, Series 740.
  - c. Bertha Accordion Shutter.
- B. Core Material and Thickness: Manufacturer's standard.
- C. Nominal Panel Width: 4 inches to 8 inches; as indicated on Drawings.
- D. Surface Profile: Paneled, as indicated on Drawings.
- E. Carriers: Four-wheel carriers at lead post and two-wheel carriers at intermediate spacing, as necessary for size and weight of partition, to ensure secure, easy, and quiet operation.
1. Panels 5 Inches Wide or Less: Manufacturer's standard wheels and axles.
  2. Panels More Than 5 Inches Wide: Ball-bearing wheels with nylon tread and steel shafts.
- F. Tracks: Manufacturer's standard metal track, made of extruded aluminum or formed steel with factory-applied, corrosion-resistant finish. Limit track deflection, independent of structural supporting system, to no more than 80 percent of bottom clearance. Design and fabricate track to support operation without damage to track, folding unit, or adjacent surfaces; and with the following features:
1. Mounting: Surface mounted.
  2. Center Stop: For center-opening doors.
  3. Curved Track Sections: With ceiling clips to accommodate configuration indicated.
- G. Hardware: Manufacturer's standard heavy-duty, manually operated metal pulls and latches as follows:
1. Finish: Satin stainless steel.
  2. Latch: Operable from one side of closed door.
  3. Lock: Manufacturer's standard key-operated cylinder lock, operable from one side; privacy lock on other side.
  4. Foot Bolts: On lead post where indicated. Secure to post to avoid interference with seals.
- H. Jamb Molding: Manufacturer's molding at closing jamb as required for light-tight jamb closure.
1. Wood, matching species and finish of panel facing.
  2. Metal, in manufacturer's standard finish.
  3. Jamb Strip: Nonferrous for end-opening doors to ensure tight closure by engaging rubber bumper on lead post.
- I. Tiebacks: To maintain door in stacked position.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.



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- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. For folding doors supported by or anchored to permanent construction, advise installers of specific requirements for placement of anchorage devices. Furnish installers of other work with templates and drawings indicating locations of anchorage devices and similar items.

3.03 INSTALLATION

- A. General: Install folding doors complying with manufacturer's written installation instructions.

3.04 ADJUSTING

- A. Adjust units to ensure smooth, quiet operation without warping or binding. Adjust hardware to function smoothly. Confirm that latches engage accurately and securely without forcing or binding.
- B. Pocket Doors: Adjust to operate smoothly and easily, without binding or warping. Adjust hardware to function smoothly. Confirm that latches and locks engage accurately and securely without forcing or binding.

END OF SECTION 08 3513

SECTION 08 3613

SECTIONAL DOORS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes manually operated sectional doors.
- B. Related Requirements:
  - 1. Section 05 5000 "Metal Fabrications" for miscellaneous steel supports.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type and size of sectional door and accessory.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1.03 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.04 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of sectional doors that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. General Performance: Sectional doors shall comply with performance requirements specified without failure due to defective manufacture, fabrication, installation, or other defects in construction and without requiring temporary installation of reinforcing components.

2.02 DOOR ASSEMBLY

- A. Steel Sectional Door: Sectional door formed with hinged sections and fabricated according to DASMA 102 unless otherwise indicated.

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1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. C.H.I. Overhead Doors.
    - b. Clopay Building Products.
    - c. Martin Door Manufacturing.
    - d. Overhead Door Corporation.
    - e. Raynor.
    - f. Rite-Hite Corporation.
    - g. Wayne-Dalton Corp.
    - h. Windsor Door.
  - B. Operation Cycles: Door components and operators capable of operating for not less than 10,000.
  - C. Steel Sections: Zinc-coated (galvanized) steel sheet with G60 zinc coating.
    1. Section Thickness: 1-3/8 inches.
    2. Exterior-Face Surface: Flat.
    3. Interior Facing Material: Zinc-coated (galvanized) steel sheet.
  - D. Track Configuration: Low-headroom track.
  - E. Locking Devices: Equip door with locking device assembly.
    1. Locking Device Assembly: locking bars, operable from outside only, with cylinder.
  - F. Manual Door Operator: Push-up operation.
  - G. Door Finish:
    1. Factory Prime Finish: Manufacturer's standard color.
- 2.03 TRACKS, SUPPORTS, AND ACCESSORIES
- A. Tracks: Manufacturer's standard, galvanized-steel track system of configuration indicated, sized for door size and weight, designed for lift type indicated and clearances indicated on Drawings, Provide complete system including brackets, bracing, and reinforcement to ensure rigid support of ball-bearing roller guides for required door type, size, weight, and loading.
- 2.04 HARDWARE
- A. General: Heavy-duty, corrosion-resistant hardware, with hot-dip galvanized, stainless-steel, or other corrosion-resistant fasteners, to suit door type.
  - B. Hinges: Heavy-duty, galvanized-steel hinges at each end stile and at each intermediate stile, according to manufacturer's written recommendations for door size. Attach hinges to door sections through stiles and rails.

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- C. Rollers: Heavy-duty rollers with steel ball-bearings in case-hardened steel races, mounted with varying projections to suit slope of track. Provide 3-inch- diameter roller tires for 3-inch- wide track and 2-inch- diameter roller tires for 2-inch- wide track.
- D. Push/Pull Handles: Equip each push-up operated door with galvanized-steel lifting handles on exterior side of door, finished to match door.

2.05 LOCKING DEVICES

- A. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded deadbolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
  - 1. Lock Cylinders: Match cylinders specified in Section 08 7100 "Door Hardware" and keyed to building keying system.
  - 2. Keys: Three for each cylinder.

2.06 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Push-up Operation: Lift handles and pull rope for raising and lowering doors, with counterbalance mechanism designed so that required lift or pull for door operation does not exceed 25 lbf.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install sectional doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Tracks: Provide sway bracing, diagonal bracing, and reinforcement as required for rigid installation of track and door-operating equipment.
- C. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- D. Touch-up Painting: Immediately after welding galvanized materials, clean welds and abraded galvanized surfaces and repair galvanizing to comply with ASTM A 780/A 780M.

3.02 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain sectional doors.

END OF SECTION 08 3613

SECTION 08 7100

DOOR HARDWARE

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes: Mechanical door hardware for Swinging doors.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittals:
  - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
- B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC/ANSI A117.1.
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
  - 2. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch high.

1.04 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.01 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.
  - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products equivalent in function and comparable in quality to named products.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in Part 3 "Door Hardware Schedule" Article.

### 2.02 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Baldwin Hardware Corporation.
    - b. Hager Companies.
    - c. IVES Hardware; an Ingersoll-Rand company.
    - d. McKinney Products Company; an ASSA ABLOY Group company.
    - e. Stanley Commercial Hardware; Div. of The Stanley Works.

### 2.03 MECHANICAL LOCKS AND LATCHES

- A. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
- B. Bored Locks: BHMA A156.2; Grade 1; Series 4000.
  - 1. Match Owner's existing system.

### 2.04 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.
  - 1. Existing System: Master key or grand master key locks to Owner's existing system.

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- B. Keys: Nickel silver.
  - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
    - a. Notation: "DO NOT DUPLICATE."

2.05 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Hager Companies.
    - b. National Guard Products.
    - c. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
    - d. Reese Enterprises, Inc.

2.06 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Baldwin Hardware Corporation.
    - b. Hager Companies.
    - c. IVES Hardware; an Ingersoll-Rand company.
    - d. Rockwood Manufacturing Company.
    - e. Trimco.

2.07 AUXILIARY DOOR HARDWARE

- A. Auxiliary Hardware: BHMA A156.16.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Baldwin Hardware Corporation.
    - b. Cal-Royal Products, Inc.
    - c. Hager Companies.
    - d. Rockwood Manufacturing Company.
    - e. Stanley Commercial Hardware; Div. of The Stanley Works.
    - f. Trimco.

2.08 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
  - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  - 2. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.09 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
- B. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- C. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- D. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.



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- E. Stops: Provide floor stops for doors unless other type stops are indicated in door hardware schedule.
- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- G. Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.02 DOOR HARDWARE SCHEDULE

- A. Named Manufacturers' Products: Manufacturer and product designation are listed for each door hardware type required only for the purpose of establishing minimum requirements.

Door Hardware Set No. A

No.	Item	Product	Manufacturer	Finish
3	Hanging Devices	BB1191	Hager	US32D
1	Lockset	93K-7D15DS3	Best	US26D
1	Kickplate	8 inch	Hager	US32D
1	Floor Stop	252F	Hager	US26D
1	Weatherstripping			
1	Sweep	770S	Hager	Alum

END OF SECTION 08 7100

SECTION 09 2216

NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Non-load-bearing steel framing systems for interior gypsum board assemblies.

1.02 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.01 FRAMING SYSTEMS

- A. Steel Studs and Runners: ASTM C 645. Use either steel studs and runners or dimpled steel studs and runners of equivalent minimum base-metal thickness.
  - 1. Minimum Base-Metal Thickness: 0.018 inch.
  - 2. Depth: 6 inches.
- B. Slip-Type Head Joints: Provide one of the following in thickness not less than indicated for studs and in width to accommodate depth of studs:
  - 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- deep flanges, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
  - 2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch- deep flanges and fastened to studs, and outer runner sized to friction fit inside runner.
  - 3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes due to deflection of structure above.

2.02 AUXILIARY MATERIALS

- A. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide asphalt saturated organic felt or foam gasket.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, furnishings, or similar construction.

3.02 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacing indicated, but not greater than spacing required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION 09 2216

SECTION 09 9113

EXTERIOR PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.

1.03 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.01 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: Match Architect's samples.

2.02 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.

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2.03 SOLVENT-BASED PAINTS

- A. Alkyd, Exterior Gloss (Gloss Level 6): MPI #9.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.04 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.05 EXTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. Alkyd System:

- a. Prime Coat: Primer, alkyd, anticorrosive for metal, MPI #79.
- b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
- c. Topcoat: Alkyd, exterior, gloss (Gloss Level 6), MPI #9.

B. Galvanized-Metal Substrates:

1. Alkyd System:

- a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
- b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
- c. Topcoat: Alkyd, exterior, gloss (Gloss Level 5), MPI #9.

END OF SECTION 09 9113

SECTION 09 9123

INTERIOR PAINTING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and in each color and gloss of topcoat.

1.03 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.01 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: Match Architect's samples.

2.02 BLOCK FILLERS

- A. Block Filler, Latex, Interior/Exterior: MPI #4.

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2.03 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #50.
- B. Primer, Latex, for Interior Wood: MPI #39.

2.04 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive, for Metal: MPI #79.

2.05 WATER-BASED PAINTS

- A. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
- B. Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54.
- C. Latex, Interior, Gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees): MPI #114.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.



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1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.04 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.05 INTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:
  - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
  - b. Intermediate Coat: Latex, interior, matching topcoat.
  - c. Topcoat: Latex, interior, flat, (Gloss Level 1), MPI #53.

B. CMU Substrates:

1. Latex System:
  - a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
  - b. Intermediate Coat: Latex, interior, matching topcoat.
  - c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.

C. Steel Substrates:

1. Latex over Alkyd Primer System:
  - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
  - b. Prime Coat: Shop primer specified in Section where substrate is specified.
  - c. Intermediate Coat: Latex, interior, matching topcoat.

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- d. Topcoat: Latex, interior, gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees), MPI #114.

D. Wood Substrates:

1. Latex System:

- a. Prime Coat: Primer, latex, for interior wood, MPI #39.
- b. Intermediate Coat: Latex, interior, matching topcoat.
- c. Topcoat: Latex, interior, semi-gloss, (Gloss Level 5), MPI #54.

END OF SECTION 09 9123

SECTION 10 1416

SIGNAGE

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Panel signs.
2. Plaques.

1.02 COORDINATION

- A. Furnish templates for placement of sign-anchorage devices embedded in permanent construction by other installers.

1.03 ACTION SUBMITTALS

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

B. Shop Drawings:

1. Include fabrication and installation details and attachments to other work.
2. Show mounting heights, locations of supplementary supports to be provided by others, and accessories.
3. Show message list, typestyles, graphic elements, and layout for each sign and plaque.

- C. Samples for Verification: For each type of assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated.

1.04 FIELD CONDITIONS

- A. Field Measurements: Verify locations of anchorage devices embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.01 SIGNS

- A. Panel Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:

1. Solid-Sheet Sign and Returns: Aluminum or Stainless-steel sheet with finish specified in "Surface Finish and Applied Graphics" Subparagraph below and as follows:

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- a. Thickness: Manufacturer's standard for size of sign.
  - b. Etched and Filled Graphics: Sign face etched or routed to receive enamel-paint infill.
2. Sign-Panel Perimeter: Finish edges smooth.
  3. Mounting: Manufacturer's standard method for substrates indicated with concealed anchors.
  4. Text and Typeface: typeface as selected by Architect from manufacturer's full range.
  5. Flatness Tolerance: Sign panel shall remain flat or uniformly curved under installed conditions as indicated and within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner.

2.02 PANEL-SIGN MATERIALS

- A. Aluminum Sheet and Plate: ASTM B 209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, stretcher-leveled standard of flatness.
- D. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.03 PLAQUES

- A. Cast Plaque: Plaque with background texture, border, and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
  1. Plaque Material: Cast aluminum.
  2. Background Texture: As selected by Architect from manufacturer's full range.
  3. Mounting: Concealed studs.
  4. Text and Typeface: typeface as selected by Architect from manufacturer's full range. Finish raised characters to contrast with background color.

2.04 PLAQUE MATERIALS

- A. Aluminum Castings: ASTM B 26/B 26M, alloy and temper recommended by plaque manufacturer for casting process used and for type of use and finish indicated.
- B. Aluminum Sheet and Plate: ASTM B 209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- C. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

## 2.05 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
1. Use concealed fasteners and anchors unless indicated to be exposed.
  2. For exterior exposure, furnish nonferrous-metal or stainless steel devices unless otherwise indicated.
  3. Sign Mounting Fasteners:
    - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material or screwed into back of sign assembly, unless otherwise indicated.
    - b. Projecting Studs: Threaded studs with sleeve spacer, welded or brazed to back of sign material or screwed into back of sign assembly, unless otherwise indicated.
  4. Plaque Mounting Fasteners:
    - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of plaque, screwed into back of plaque, or screwed into tapped lugs cast integrally into back of plaque, unless otherwise indicated.
  5. Inserts: Furnish inserts to be set by other trades into concrete or masonry work.

## 2.06 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
  2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
  3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
  4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
  5. Internally brace signs for stability and for securing fasteners.
  6. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
  7. Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.
- B. Surface-Engraved Graphics: Machine engrave characters and other graphic devices into panel surface indicated to produce precisely formed copy, incised to uniform depth.

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1. Engraved Metal: Fill engraved graphics with manufacturer's standard baked enamel.
- C. Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.
1. Aluminum Brackets: Factory finish brackets with baked-enamel or powder-coat finish to match sign-background color unless otherwise indicated.
  2. Stainless-Steel Brackets: Factory finish brackets to match sign background finish unless otherwise indicated.

2.07 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.

2.08 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, Class II, 0.010 mm or thicker.
- B. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

2.09 STAINLESS-STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
1. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
  2. Directional Satin Finish: No. 4.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.

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- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Verify that plaque-support surfaces are within tolerances to accommodate plaques without gaps or irregularities between backs of plaques and support surfaces unless otherwise indicated.
- D. Verify that anchor inserts are correctly sized and located to accommodate signs and plaques.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 INSTALLATION

- A. Install signs using mounting methods indicated and according to manufacturer's written instructions.
  - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
  - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
  - 4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Install plaques using mounting methods indicated and according to manufacturer's written instructions.
  - 1. Install plaques level, plumb, true to line, and at locations and heights indicated, with plaque surfaces free of distortion and other defects in appearance.
  - 2. Install plaques so they do not protrude or obstruct according to the accessibility standard.
  - 3. Before installation, verify that plaque surfaces are clean and free of materials or debris that would impair installation.
- C. Mounting Methods:
  - 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
    - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.
  - 2. Projecting Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
    - a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place spacers on studs, place sign in position, and push until spacers are pinched between sign and substrate, embedding the stud ends in holes. Temporarily support sign in position until adhesive fully sets.

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3. Brackets: Remove loose debris from substrate surface and install backbar or bracket supports in position so that signage is correctly located and aligned.
4. Shim-Plate Mounting: Provide 1/8-inch- thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other direct mounting methods are impractical. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach signs to plate using method specified above.

3.03 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 10 1423



SECTION 10 4416

FIRE EXTINGUISHERS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

1.02 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.02 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each mounting bracket indicated.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. JL Industries, Inc.; a division of the Activar Construction Products Group.
    - b. Kidde Residential and Commercial Division; Subsidiary of Kidde plc.
    - c. Larsens Manufacturing Company.
- B. Multipurpose Dry-Chemical Type: UL-rated 5-lb nominal capacity, with monoammonium phosphate-based dry chemical in manufacturer's standard enameled container.

2.03 MOUNTING BRACKETS

- A. Mounting Brackets: Manufacturer's standard galvanized steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated.
- B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Examine fire extinguishers for proper charging and tagging.
  - 1. Remove and replace damaged, defective, or undercharged fire extinguishers.
- B. Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
  - 1. Mounting Brackets: 54 inches above finished floor to top of fire extinguisher.
- C. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION 10 4416

SECTION 110140

FALL ARREST ANCHORS

PART 1: GENERAL

1.1 SUMMARY

- A. Section includes fall arrest anchors.

1.3 REFERENCES

- A. Publications listed herein are part of this specification to extent referenced.
  - 1. American Institute of Steel Construction (AISC)
    - a. AISC Specifications for the Design of Cold-Formed Steel Structural Members
  - 2. American Society for Testing and Materials (ASTM)
    - a. ASTM A36 Specification for Structural Steel
    - b. ASTM A123 Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Hardware
    - c. ASTM A500 Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
    - d. ASTM A780 Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
    - e. ASTM B209-04 Specification for Aluminum and Aluminum-Alloy Sheet and Plate
    - f. ASTM B221-02 Specification for Aluminum and Aluminum-Alloy Extruded Bars, Wire, Shapes, and Tubes
    - g. ASTM B308/B308M-02 Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles
  - 3. American Welding Society (AWS)
    - a. AWS D1.1 Structural Welding Code
  - 4. Occupational Safety and Health Standards
    - a. 1910.66 Appendix C (Personal Fall Arrest)

1.4 SYSTEM DESCRIPTION

- A. Anchorage Design Requirements
  - 1. Safety anchor system design shall comply with current OSHA, ANSI, and local regulations pertaining to window cleaning and fall protection in accordance with sections 1.1, 1.2, and 1.3.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product proposed
  - 1. Test report certified by a professional engineer
  - 2. General product data
  - 3. Detailed drawings of equipment proposed
  - 4. Installation instructions
- B. Shop Drawings
  - 1. Submit scaled shop drawings showing location plan of all support equipment and sections detailing all parts and accessories.

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2. Clearly specify equipment dimensions, materials, fabrication details, hardware, and installation instructions.
  3. Include notes with guidelines of proper use of system.
  4. Equipment location plan to include identification number next to each piece of equipment, i.e. (anchors, davits, and rigging sleeves.) that are permanently affixed to a structure.
  5. Field welds shall be indicated on equipment details using AWS symbols and showing length and size. Auxiliary views shall be shown to clarify welding as required.
  6. Shop drawings shall be prepared under supervision of a registered professional engineer and shall bear engineer's seal and signature. Professional engineer shall be licensed in jurisdiction where project is located. Include P.E. certified report of tested equipment.
- C. Quality Assurance Submittal Certificates
1. Provide documentation verifying company's amount of experience and successful performance in design, fabrication, and installation of permanent window washing equipment.
  2. Provide documentation verifying that installers have been trained by the manufacturer and are competent.

#### 1.6 QUALITY ASSURANCE

- A. Qualifications
1. Provide products from a company specializing in design, fabrication, and installation of permanent suspended access equipment with a minimum of 5 years documented experience. Companies like miscellaneous metal fabricators not normally engaged in design and fabrications of suspended access equipment are not acceptable.
  2. Installer(s) shall be trained or qualified by manufacturer in installation techniques and procedures of permanent suspended access equipment.
- B. Regulatory Requirements
1. Comply with Occupational Health and Safety Standards:
    - a. 1910.66 Appendix C (Personal Fall Arrest)
  2. Welding shall comply with AWS D1.1 and shall be performed by welders qualified to work in jurisdiction where project is located.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original unopened packaging.
- B. Storage and Protection
1. Store materials in a protected area away from construction activities.
  2. Clean bolts that have become dirty before installing.
  3. Do not install damaged materials, removing them from site.

#### 1.8 SEQUENCING AND COORDINATION

- A. General contractor is responsible for coordinating the schedule so as not to conflict with other trades.
- B. Manufacturer to provide detailed installation instructions and directions for installation of embedded items, welded items, and through-bolted items, etc.

- C. Manufacturer to provide installation assistance during installation of the equipment. However, the responsibility of the installation rest with the general contractor unless equipment is installed and certified by the manufacturer.

## PART 2: PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS & INSTALLERS

- A. Suspended Access and Fall Restraint System
  - 1. Summit Anchor Company  
Tel: 800-372-1098  
Fax: 301-620-9819  
Web Site: [www.summitanchor.com](http://www.summitanchor.com)
- B. Equivalent or superior materials and/or system substitutions shall be submitted to architect of record for review in compliance with substitution procedures in Section 016300.

### 2.2 STRUCTURAL COMPONENTS' MATERIALS

- A. Exposed Structural Components Finish: Galvanized Mild Steel or Stainless Steel
  - 1. Steel: ASTM A572 GR 50
  - 2. Steel: ASTM A A36
  - 3. Galvanizing: ASTM A123
  - 4. Stainless Steel; 304 ASTM A 193 Grade B8, Class 2
- B. Yield Strength
  - 1. Base Plates and Bottom Plates, High Strength Steel: 50 ksi minimum
  - 2. Other Sections: 36 ksi minimum
- C. Non-Structural Components
  - 1. Aluminum; 6061-T6 Alloy
  - 2. Alloys shall conform to requirements published in AA Aluminum Standards.
  - 3. Sheet and Plate: ASTM B209
  - 4. Extruded Bars, Rods, Shapes, and Tubes: ASTM B221
- D. Cold-Rolled Sections
  - 1. ASTM A500
  - 2. Yield Strength: 46 ksi minimum
  - 3. Tensile Strength: 62 ksi minimum
- E. Nuts, Bolts, Davit Pins, and Washers
  - 1. Stainless Steel; 304 ASTM A 193 Grade B8 or F593C
  - 2. Galvanized Flat Washers ASTM F-436 or 18 -8 Stainless Steel
- F. Anchor Bolts (for securing base plate)
  - 1. Metal: Stainless Steel, 304 Stainless Steel; ASTM A 193 Grade 8, B8
  - 2. Size: 5/8 in. diameter minimum

### 2.3 MANUFACTURED UNITS

- A. Anchor: Basis-of-Design, Summit Model SM-CAP-ANC, SM-5.

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1. Capable of withstanding 5000 lbs. (2268kg) in any direction without permanent deflection.
2. Anchor eye size: Not less than  $\frac{3}{4}$  inch (20 mm) diameter material with 2  $\frac{1}{4}$  in (60 mm) eye opening.
3. Anchor eye metals:
  1. Forged, 1030 quenched and tempered per ASTM 576-90-b, 72ksi minimum

## 2.4 FABRICATION

- A. Fabricate work true to dimension, square, plumb, level, and free from distortion or defects detrimental to appearance and performance.
- B. Grind off surplus welding material to ensure exposed surfaces are smooth so as not to abrade workers' ropes.
- C. Welding shall be in accordance with the AWS Structural Welding Code D1.1/D1.

## PART 3: EXECUTION

### 3.1 EXAMINATION

- A. Site Verification of Conditions
  1. Examine areas and conditions under which permanent anchors shall be installed.
  2. Report to general contractor any conditions that deviate from shop drawings or any defects in workmanship that would cause an unsafe installation. This report shall be verified in writing to the general contractor and any other responsible party.
  3. Correct conditions detrimental to timely and proper execution of work.
  4. Do not proceed until unsatisfactory conditions have been corrected.
  5. Commencement of installation constitutes acceptance of conditions and responsibility for satisfactory performance by installer.
  6. Faults occurring in work of this section due to acceptance of unsatisfactory conditions shall be corrected at no additional cost to owner.

### 3.2 INSTALLATION

- A. General Requirements
  1. Install anchors in compliance with manufacturer's instructions. Install equipment level, tightly fitted, and flush to adjacent surfaces as needed for proper installation.
  2. Coordinate anchor installation with roofing installation to ensure a watertight and warrantable condition of the roofing. Anchors shall be directly flashed into roofing in a manner compatible with roofing system and anchors.
  3. When components come into contact with dissimilar metals, surfaces shall be kept from direct contact to prevent corrosion.

### 3.3 REPAIR/RESTORATION

- A. Galvanizing Touch-Up

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1. Immediately after erection clean field welds and abraded areas. Repair damaged areas in compliance with ASTM A780.

3.4 FIELD QUALITY CONTROL

A. Site Tests

1. All equipment shall be tested on site in accordance with manufacturer's recommendations, under the supervision of a professional engineer, and ANSI/IWCA I-14.1-2001 Window Cleaning Safety Standards, before being placed in service.
2. Equipment shall be tested under the supervision of a professional engineer with experience with suspended maintenance equipment and manufacturers guidelines.

3.5 ADJUSTING

- A. Verify that completed work has been installed correctly and products function properly. Make adjustments where needed to ensure satisfactory operation.

END OF SECTION

SECTION 12 3661

SIMULATED STONE COUNTERTOPS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Solid-surface-material countertops.

1.02 ACTION SUBMITTALS

- A. Product Data: For countertop materials.
- B. Shop Drawings: For countertops. Show materials, finishes, edge profiles, methods of joining, and cutouts for plumbing fixtures.
- C. Samples: For each type of material exposed to view.

PART 2 - PRODUCTS

2.01 SOLID-SURFACE-MATERIAL COUNTERTOPS

- A. Configuration: Provide countertops with the following front style:
1. Front: 3/4-inch bullnose.

2.02 COUNTERTOP MATERIALS

- A. Solid Surface Material: Homogeneous solid sheets of filled plastic resin complying with ANSI SS1.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Avonite Surfaces.
    - b. E. I. du Pont de Nemours and Company.
    - c. Formica Corporation.
    - d. LG Chemical, Ltd.
    - e. Meganite Inc.
    - f. Samsung Chemical USA, Inc.
    - g. Swan Corporation (The).
    - h. Transolid, Inc.
    - i. Wilsonart International.
  2. Colors and Patterns: As selected by Architect from manufacturer's full range.



PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install countertops level to a tolerance of 1/8 inch in 8 feet.
- B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

END OF SECTION 12 3661

SECTION 31 2000

EARTH MOVING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Excavating and backfilling for buildings and structures.
2. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.02 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

E. Fill: Soil materials used to raise existing grades.

F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

H. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

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1.03 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.02 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

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3.03 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.04 EXCAVATION, GENERAL

- A. Contractor shall comply with all provisions of General Contract Conditions, Title 8 - Protection of Persons and Property.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect.
  - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

3.05 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.06 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.07 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
  - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- C. Trenches in Tree- and Plant-Protection Zones:
  - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

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2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 01 5639 "Temporary Tree and Plant Protection."

3.08 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.09 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.10 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION 31 2000

SECTION 32 9200

TURF AND GRASSES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Seeding.

1.02 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to product a soil mixture best for plant growth.
- G. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Whatever soil is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of grass seed.
  - 1. Certification of each seed mixture for native grasses.
- C. Product certificates.

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1.04 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  - 1. Pesticide Applicator: State licensed, commercial.
- B. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory.
  - 1. The soil-testing laboratory shall oversee soil sampling.
  - 2. Report suitability of tested soil for turf growth.
    - a. State recommendations for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
    - b. Report presence of problem salts, minerals, or heavy metals; if present, provide additional recommendations for corrective action.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

PART 2 - PRODUCTS

2.01 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: As indicated.
- C. Grass-Seed Mix: As indicated.

2.02 INORGANIC SOIL AMENDMENTS

- A. Soil Conditioners: Nontoxic. Use singly or in combinations required to meet requirements for topsoil.
- B. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  - 1. Class: T with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
- C. Sulfur: Granular, biodegradable and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

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- D. Perlite: Horticultural perlite, soil amendment grade.
- E. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- F. Sand: Clean, washed, natural or manufactured and free of toxic materials.
- G. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

2.03 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2 -inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings. Provide compost products with the following product parameters; certified in accordance with the U.S. Composting Council (USCC) Seal of Testing Assurance (STA) Program:

Parameters	Reported as (units of measure)	Allowable Range
pH	pH units	6.0 - 8.5
Soluble Salt Concentration (electrical conductivity)	dS/m (mmhos/cm)	Maximum 10
Moisture Content	%, wet weight basis	30 – 60
Organic Matter Content	%, dry weight basis	30 – 65
Particle Size	% passing a selected mesh size, dry weight basis	98% pass through 3/4" screen or smaller
Stability Carbon Dioxide Evolution Rate	mg CO <sub>2</sub> -C per g OM per day	< 8
Maturity (Bioassay) Seed Emergence and Seedling Vigor	%, relative to positive control %, relative to positive control	Minimum 80% Minimum 80%
Physical Contaminants (inerts)	%, dry weight basis	< 1
Chemical Contaminants	mg/kg (ppm)	Meet or exceed US EPA Class A standard, 40 CFR § 503.13, Tables 1 and 3 levels
Biological Contaminants Select Pathogens Fecal Coliform Bacteria, or Salmonella	MPN per gram per dry weight MPN per 4 grams per dry weight	Meet or exceed US EPA Class A standard, 40 CFR § 503.32(a) levels

- B. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark or wood waste; of uniform texture and free of chips, stones, stick, soil or toxic materials.
- C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris and material harmful to plant growth.



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2.04 FERTILIZERS

- A. No synthetic chemical fertilizers.

2.05 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 2 percent organic material content. Verify suitability of soil to produce viable planting soil. Clean soil of roots, plants, stones, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris and other extraneous materials harmful to plant growth.

2.06 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.

2.07 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and stick, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
  - 2. Spread planting soil to a depth of indicated but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet.
- B. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading or surface-soil stripping operations, prepare surface soil as follows:
  - 1. Remove existing grass, vegetation and turf. Do not mix into surface soil.
  - 2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.

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3. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, trash and other extraneous matter.
  4. Legally dispose of waste material, including grass, vegetation and turf off Owner's property.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.02 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- E. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

END OF SECTION 32 9200