

# Breckenridge Parking Lot Improvements CU Project Number (PN 22-116457)

# **PROJECT MANUAL**

### Final Construction Documents – Permit Issue

May 27<sup>th</sup>, 2022



Project Civil Engineer:S.A. Miro, Inc.4582 S Ulster St.Denver, CO. 80207(303)741-3737

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University of Colorado Denver | Anschutz Medical Campus Breckenridge Parking Lot Improvements

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### DESIGN PROFESSIONAL STAMP AND SEALS

### DOCUMENT 000210 - DESIGN PROFESSIONAL STAMP AND SEAL

- 1.1 DESIGN PROFESSIONALS OF RECORD
  - A. Civil Engineer:
    - S. A. MIRO 4582 S Ulster St., STE 750 Denver, CO. 80237



**END OF SECTION** 

### **SECTION 00 0102**

### DESIGN PROFESSIONAL STAMP AND SEALS

### DOCUMENT 000210 - DESIGN PROFESSIONAL STAMP AND SEAL

### 1.1 DESIGN PROFESSIONALS OF RECORD

- A. Electrical Engineer:
  - Cator Ruma & Associates, Co. 896 Tabor Street Lakewood, Co. 80401



#### **END OF SECTION**

### SECTION 00 01 04 – PROJECT DIRECTORY

#### PART 1 - GENERAL

#### 1.1 PROJECT DIRECTORY

A. OWNER
University of Colorado | Anschutz Medical Campus
Campus Services, Mail Stop F418
1945 Wheeling Street, Rm 334
Aurora, CO 80045

B. CIVIL ENGINEERS. A. Miro, Inc.4582 S. Ulster St.Denver, CO. 80207

C. ELECTRICAL ENGINEER Cator, Ruma & Associates, Co. 896 Tabor Street Lakewood, CO 80401

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

### END OF SECTION 00 01 04

Robert Holzwarth robert.holzwarth@cuanschutz.edu (720)854-4664

> Megan Vogt mvogt@samiro.com (720)407-1070

Chelsey Patterson cpatterson@catorruma.com (303)232-6200

### SECTION 00 11 00 – ADVERTISEMENT FOR BIDS

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section incudes administrative and procedural requirements for project advertisement
- 1.3 DEFINITIONS
  - A. ADVERTISEMENT: Posting of project description, requirements, schedule, and related requirements necessary to solicit submittals from contractors.
- 1.4 ADVERTISEMENT
  - A. FORM: State of Colorado form "Advertisement for Bids for Contractor's Agreement Design/Bid/Build" (OSA-AFB-1)
  - B. A copy of the above noted form is attached at the end of this section.

### 1.5 PROCEDURE

- A. If project is less than \$25,000 or greater than \$500,000, remove red "Open to SCPP" box.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 11 00



### ADVERTISEMENT FOR BIDS General Contractor State of Colorado University of Colorado Anschutz Medical Campus (GFE) Notice Number: PN 22-116457

Notice Status:	OPEN
Publish Date:	6/1/22
# Notice Revisions:	N/A
<b>Revision Publish Date:</b>	

Project No:	22-116457
Project Title:	CU Anschutz – Breckenridge Parking Lot Improvements
Estimated Construction Cost:	\$650,000.00 - \$725,000.00

### Settlement Notices

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. 38-26-107(1). Final Settlement, if required, will be advertised via: Electronic Media

### Project Description

The project scope includes but is not limited to; removal of existing asphalt paving, mill and overlay of existing asphalt paving surfaces, removal and replacement of concrete curb & gutter, removal and replacement of concrete sidewalks. Additional work includes removal and relocation of existing parking lot lighting poles, installation of new light fixtures and pole bases, underground electrical, installation of new parking lot signage, parking lot striping, removal and replacement of underground drainage inlets, piping & components, miscellaneous grading, retaining wall construction and other site improvements. For projects where the construction value is \$500,000 or greater, State of Colorado Prevailing Wage requirements will apply. Also, see State requirements for contractors regarding COVID-19 vaccination and testing, which is attached to this advertisement for bids.

### Scope of Services

**The University of Colorado Anschutz Medical Campus** is using a design/bid/build delivery approach for General Contractors and selected road and pavement contractors.

### Minimum Requirements

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided General Contracting services within the last three (3) years for at least three (3) projects each in excess of <u>\$700,000</u> (hard costs), utilizing the expertise present in their Colorado Office; and

2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and

3. Demonstrated bonding capability up to <u>\$1,000,000</u> for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity.

### Firms meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.

University of Colorado Denver | Anschutz Medical Campus Facilities Projects – **Request for Proposals** website: <u>http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx</u>

Colorado CORE/ColoradoVSS: <a href="https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService">https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService</a>

### Other Information

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.

### Pre-Bid Meeting

A mandatory Pre-Bid Meeting and site walk will be held at:

### University of Colorado Anschutz Medical Campus Breckenridge Parking Lot, Aurora, CO 80045

# Comments: The Pre-Bid meeting & site walk will begin at 8:30 AM on Thursday 6/16/22. (meet at sidewalk along E. 19th Ave.)

### **Schedule/Submission Details**

1. The schedule of events for the bidding process and an outline of the schedule for the balance of the project is as follows:

Advertisement	6/1/22
Mandatory Pre-Bid Meeting and site walk	6/16/22 - 8:30 AM
Date Email Questions Due from Bidders	6/20/22 - 3:00 PM
Date Email Answers Issued	6/27/22 - 3:00 PM
Sealed Bids Due/Public Bid Opening	7/7/22 - 3:00 PM
Negotiation of General Contractor Contract	7/15/22
Notice of Award (projected)	7/18/22
Contract Executed (projected)	7/29/22
Anticipated Design Start	Complete
Construction Start (projected)	8/1/22
Construction Finish	12/31/22

2. All Bid submissions shall be **ONE (1) electronic copy PDF** received no later than <u>July 7,</u> <u>2022 at 3:00 PM</u>, and shall be submitted through the following website:

https://ucdenverdata.formstack.com/forms/rfp\_rfq\_submission

Comments: Late bids will be rejected without consideration. The University of Colorado Anschutz Medical Campus (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of bids. 3. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

### **Point of Contact/Clarification**

Name: **Robert Holzwarth** 

Agency:University of Colorado Anschutz Medical Campus (GFE)Phone:(720) 854-4664Email:robert.holzwarth@cuanschutz.edu

# This Notice is also available on the web at www.colorado.gov/pacific/osa/cdnoticesMedia of Publication(s):University of Colorado Denver Facilities Projects Website<br/>Colorado CORE/ColoradoVSS

Publication Dates: 6/1/22



### NOTICE LETTER TO CONTRACTORS TEMPLATE

October 06, 2021

All Contractors Working within CU Denver/Anschutz Medical Campus Facilities

Subject: Vaccination Requirements

Dear Contractor:

On August 31, 2021, pursuant to the <u>Sixth Amended Public Health Order 20-38</u>, Limited COVID Restrictions, all State Contractors and State Contractor Workers who physically enter a State Facility shall comply with the Vaccination Requirements included in Section III of the Order. All State Contractors and State Contractor Workers, including individuals who have been infected with and recovered from COVID-19, shall have received their first dose in a two dose COVID-19 series no later than September 30, 2021 and be Fully Vaccinated by October 31, 2021.

On September 30, 2021 the <u>Seventh Amended Public Health Order 20-38</u> (PHO or Order), allowed for State Contractor Workers to participate in twice weekly COVID-19 testing if they have an employer approved medical or religious exemption or are unvaccinated.

You are receiving this letter because your company has a contract with University of Colorado Denver/Anschutz Medical Campus and, as part of the performance of that contract, certain of your company's personnel (including any subcontractor personnel) are required to or likely will provide contracted goods or services in person and on-site. Therefore, as a contractor, your company is subject to the vaccination or testing requirements set forth in the Order.

As permitted by the Order, University of Colorado Denver/Anschutz Medical Campus State Contractors shall assume responsibility for verification of full COVID-19 vaccination, approving all exemptions for medical or religious beliefs and determining any accommodations needed for such exemptions.

State Contractors shall verify that each of the identified State Contractor Workers is Fully Vaccinated, or that each of the identified State Contractor Works that is unvaccinated or has a medical or religious exemption is participating in twice weekly COVID-19 testing.

Please be aware that the University of Colorado Denver/Anschutz Medical Campus retains the right to inquire into compliance with the Order's requirements at any time, to include requesting a State Contractor to provide proof of vaccination or a recent negative COVID-19 test.

The State of Colorado values your firm as a contract partner to deliver needed goods or services. Accordingly, we are hopeful that your company will comply with the Order and help the state reduce the spread of the virus. In the meantime, please see <u>COVID-19 Vaccination</u> Requirements for State Contractors FAQs. (<u>https://dhr.colorado.gov/covid-19-vaccination-requirements-for-state-contractors</u>)

University of Colorado Denver/Anschutz Medical Campus

### SECTION 00 21 13 – INFORMATION TO BIDDERS

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 INFORMATION TO BIDDERS
  - A. State of Colorado form "Information to Bidders" (SBP-6.12).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 21 13



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

### INFORMATION FOR BIDDERS

Institution or Agency:University of Colorado Anschutz Medical CampusProject No./Name:22-116457 / CU Anschutz Breckenridge Parking Lot Improvements

1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids must be submitted electronically bearing the address and information shown below. Refer to electronic bid submittal instructions in the Advertisement for Bids.

### INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

Electronic bids shall contain the following info: Project # 22-116457 Project Name CU – Breckenridge Parking Lot Improvements Name and Address of Bidder:

Date of Opening July 7<sup>th</sup>, 2022 Time of Opening 3:00 pm

- 2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
- 3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.
- 4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et

seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

- 5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
- 6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
- 7. **ADDENDA**: Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
- 8. **METHOD OF AWARD LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
  - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - B. ADDITIVE ALTERNATES: The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
- NOTICE OF CONTRACTOR'S SETTLEMENT Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

The Advertisement for Bids can be located at the web site: <u>/www.colorado.gov/pacific/osa/cdnotices</u> (Click on the appropriate link [ColoradoVSS or ColoradoBIDS] or on the State Purchasing Office website)

### SECTION 00 41 53 – BID FORM

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. 00 43 13 Bid Bond (SPB-6.14)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 BID FORM
  - A. FORM: State of Colorado form "Bid" (SBP-6.13).
  - B. A copy of the above noted form is attached to the end of this section.
  - C. Additional State and University of Colorado forms to be attached to the submitted bid are as follows:
    - 1. Unit Pricing Form, included with Section 01 22 00
    - 2. Bid Alternate Form, included with Section 00 43 23

### 1.5 PROCEDURES

- A. The durations for Bidder's Time of Completion shall match the project advertisement duration.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 41 53



### STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

BID

### Institution/Agency: University of Colorado Anschutz Medical Campus

Project No./Name: CU Anschutz Breckenridge Parking Lot Improvements / 22-116457

Bidder Acknowledges Receipt of Addenda Numbers: Bidder Anticipates Services outside the United States or Colorado:\* No Yes | If Yes see 3A below No 🗌 If No see 3B below Bidder will comply with 80% Colorado Labor on project above \$500,000: Yes□ Bidder is a Service-Disabled Veteran Owned Small Business:\* No 🗌 Yes 🗌 If Yes see 3C below **Base Bid** \$ (Refer to Bid Alternate Form SC-6.13.1 Attached, If Applicable) Bidder's Time of Completion a. Time Period from Notice to Proceed to Substantial Completion: 150 Calendar Days b. Time Period from Substantial Completion to Final Acceptance: 60 Calendar Days c. Total Time of Completion of Entire Project (a + b): 210 Calendar Days

- 1. BID: Pursuant to the advertisement by the State of Colorado dated <u>06/01/2022</u> the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
- 2. EXAMINATION OF DOCUMENTS AND SITE: The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- **3. PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
  - A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) \*
  - B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Bidders indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) \*
  - **C.** A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. \*
- 4. BID GUARANTEE: This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.
- 5. TIME OF COMPLETION: The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that

the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

- 6. EXECUTION OF DOCUMENTS: The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
- **7. ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
- **8.** Submit wage rates (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
- 9. The right is reserved to waive informalities and to reject any and all Bids.

\*Does not apply to projects for Institutions of Higher Education that have opted out of the State Procurement Code.

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this \_\_\_\_\_ , 20

THE BIDDER:

Company Name

Phone number:

Name (Print) and Title

Signature

Address (including city, state and zip)



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

### **BID ALTERNATES FORM**

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 22-116457 / CU Anschutz - Breckenridge Parking Lot Improvements

### Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

### Additive Alternates (If Applicable)

Refer to specification section <u>012300</u> for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	Straighten E 19th Avenue Curbline	Add \$	
A.A. No. 2	Snow Storage Area	Add \$	
A.A. No. 3		Add \$	
A.A. No. 4		Add \$	
A.A. No. 5		Add \$	
A.A. No. 6		Add \$	
A.A. No. 7		Add \$	
A.A. No. 8		Add \$	
A.A. No. 9		Add \$	
A.A. No. 10		Add \$	

### **Deductive Alternates (If Applicable)**

Refer to specification section \_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	Deduct \$	
D.A. No. 2	Deduct \$	
D.A. No. 3	Deduct \$	
D.A. No. 4	Deduct \$	
D.A. No. 5	Deduct \$	
D.A. No. 6	Deduct \$	
D.A. No. 7	Deduct \$	
D.A. No. 8	Deduct \$	
D.A. No. 9	Deduct \$	
D.A. No. 10	Deduct \$	

### THE BIDDER:

Company Name

Signature

Date



### STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

### UNIT PRICING FORM

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 22-116457 / CU Anschutz – Breckenridge Parking Lot Improvements

The unit prices below shall be used to determine adjustment to the contract sum when changes in the work involving said items are deemed necessary.

Unit Prices shall apply until the date of contract completion established at the time of Notice to Proceed.

All unit prices shall include the pro-rata share of all costs of materials, equipment and disposal required to complete the work item. Overhead, profit and bond will be calculated per Change Order Proposal form SC-6.312.

(Note: Architect/Engineer should complete a brief description below based on their complete description provided in Division 01 of their specification before inserting into the solicitation)

### **UNIT PRICING**

Number	Description	Unit of Measure	Unit Price
U1	Removal of unsatisfactory soil and replacement with satisfactory soil	CY	\$
U2	Installation of asphalt pavement	SY	\$
U3	Installation of concrete curb and gutter	LF	\$
U4	Installation of concrete sidewalk	SY	\$
U5			\$
U6			\$
U7			\$
U8			\$
U9			\$
U10			\$

THE BIDDER:

Company Name

Signature

Date

### SECTION 00 41 55 - DIRECT LABOR BURDEN CALCULATION

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 DIRECT LABOR BURDEN CALCULATION
  - A. FORM: State of Colorado form "Direct Labor Burden Calculation" (SBP-6.18).
  - B. A copy of the above noted form is attached to the end of this section.
  - C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.
- 1.5 PROCEDURES
  - A. The form shall be submitted for the bidding firm on award of low bid and prior to contract being issued.
  - B. Submission of a project bid acknowledges agreement of this requirement. Fail to submit this form may deem a bid as non-responsive
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 41 55

STATE OF COLORADO



OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

### DIRECT LABOR BURDEN CALCULATION

No./Name:

y: Project

### University of Colorado Denver | Anschutz Medical Campus / GFE 22-116457 / CU Anschitz Brenckenridge Parking Lot Improvements

This form is required to be submitted for review prior to execution of a construction agreement.

List items below by the percentage of what makes up the total labor burden; Items include benefits that a contractor pays to employees on their payroll. Examples include taxes, pension cost, health and dental insurance etc. The Labor Burden amount must be agreed to by both the contractor and Principal Representative and will be included in the contract as part of Exhibit A and will be used in the calculation of any future Change Order Proposals (SC-6.312) Line 2.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc. Please provide one (1) Labor Burden Calculation Sheet per contractor and for each sub-contractor. These labor burdens shall be used in the calculation of any future Change Order Proposals (SC-6.312) Line 10.

State reserves the right to require back-up confirmation of all information included in this calculation.

	Percent of Salary Paid	
Payroll Taxes		
Pension Costs		
Health Insurance		
Dental Insurance		
Life Insurance		
Other (Specify)		Description:
Other (Specify)		Description:
Total Labor Burden:	0%	

Name of Contractor:

### SECTION 00 43 13 – BID BOND

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)

### 1.4 BID BOND

- A. FORM: State of Colorado form "Bid Bond" (SBP-6.14).
- B. A copy of the above noted form is attached to the end of this section.

### 1.2 PROCEDURES

- A. This bid bond must be accompanied by Power of Attorney.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 43 13



### STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

### **BID BOND**

Institution/Agency:	
Project No./Name:	

#### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_\_\_\_\_ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

**NOW THEREFORE,** the Principal and \_\_\_\_\_\_\_\_a corporation of the State of \_\_\_\_\_\_\_, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**FURTHER THAT,** a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance and Certification and Affidavit Regarding Illegal Aliens, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

(Corporate Se	al)	THE PRINCIPAL
ATTEST		Company Name Address (including city, state and zip) Phone number:
Name (Print)		Signature Name (Print) and Title
SIGNATURES		ration, the Bid Bond shall be signed by an officer, i.e., President or hall be attested to by the Secretary and properly sealed.
	If the "Principal" is an individual or a partnersh	nip, the Bid Bond shall so indicate and be properly signed.
(Corpora	te Seal)	THE SURETY

Secretary

Ву \_\_\_\_\_

Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

### SECTION 00 43 23 – BID ALTERNATES FORM

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. 00 41 53 Bid Form (SPB-6.13)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)

### 1.4 BID FORM

- A. FORM: State of Colorado form "Bid Alternates Form" (SBP-6.131).
- B. A copy of the above noted form is attached to the end of this section.
- C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.
- 1.5 PROCEDURES
  - A. Fill out each alternate as shown in project documents with associated cost.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 43 23



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

### **BID ALTERNATES FORM**

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 22-116457 / CU Anschutz - Breckenridge Parking Lot Improvements

### Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

### Additive Alternates (If Applicable)

Refer to specification section <u>012300</u> for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	Straighten E 19th Avenue Curbline	Add \$	
A.A. No. 2	Snow Storage Area	Add \$	
A.A. No. 3		Add \$	
A.A. No. 4		Add \$	
A.A. No. 5		Add \$	
A.A. No. 6		Add \$	
A.A. No. 7		Add \$	
A.A. No. 8		Add \$	
A.A. No. 9		Add \$	
A.A. No. 10		Add \$	

### **Deductive Alternates (If Applicable)**

Refer to specification section \_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	Deduct \$	
D.A. No. 2	Deduct \$	
D.A. No. 3	Deduct \$	
D.A. No. 4	Deduct \$	
D.A. No. 5	Deduct \$	
D.A. No. 6	Deduct \$	
D.A. No. 7	Deduct \$	
D.A. No. 8	Deduct \$	
D.A. No. 9	Deduct \$	
D.A. No. 10	Deduct \$	

### THE BIDDER:

Company Name

Signature

Date

### SECTION 00 43 40 -

### CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. The form UI-1 shall be provided by all contractors, architect, engineers and consultants directly engaged with the University of Colorado Denver | Anschutz Medical Campus.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHROIZED IMMIGRANTS
  - A. FORM: State of Colorado form "CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS" (UI-1).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 43 40



### STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

### **CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name: /

### A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowing employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the <u>"Department Program"</u> administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a **sole proprietor**, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- [\_\_] I am a United States citizen, or
- []]
- I am a Permanent Resident of the United States, or
- [ ] I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this day \_\_\_\_\_.

VENDOR:

Vendor Full Legal Name

BY:

Signature of Authorized Representative

Title

### SECTION 00 45 17 – SUBCONTRACTOR PREQUALIFICATION

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 SUBCONTRACTOR PREQUALIFICATION
  - A. FORM: University of Colorado Denver | Anschutz Medical Campus "Subcontractor's Statement of Experience."
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

### END OF SECTION 00 45 17



**Facilities Management** 

### SUBCONTRACTOR'S STATEMENT OF EXPERIENCE

Project Name: \_\_\_\_\_

Project # \_\_\_\_\_

Project Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect/Engineer:

• This is a project specific qualification form. Subcontractor must fill this out on each project.

### INDEX OF DOCUMENTS

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•IDENTIFICATION FORM	Page 3, 4 of 13
•PERSONNEL OF ORGANIZATION FORM	Page 5 of 13
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•CORPORATION / CO-PARTNERSHIP FORM	Page 9 of 13
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•BIDDING INFORMATION	Page 13 of 13

# UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

**INFORMATION FORM** STATEMENT OF (Subcontractor) ADDRESS \_55\_\_\_\_\_\_(Street or PO Box) (City) (State) (Zip) TELEPHONE/FAX NO. (fax) (telephone) DATE OF EXPERIENCE STATEMENT PRINCIPLE OWNER/OFFICER (Names(s) and Official Title(s)) Please indicate below if your company qualifies as one of the following: Minority Business Enterprise (MBE) YES \_\_\_\_ NO \_\_\_\_ Justification: \_\_\_\_\_ Woman-Owned Business Enterprise (WBE)YES NO Justification: Small Business Enterprise (SBE) YES \_\_\_ NO \_\_\_ Justification: Disadvantaged Business Enterprise (DBE) YES NO Justification:

# UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

### TYPES OF WORK

- (1) If you are a General Contractor interested in bidding on all types of construction, mark "All Classes of Construction" only.
- (2) If you are interested in contracting directly with the University for certain types of work only, mark in the column provided after the particular types of work on which you wish to bid.

TYPES OF WORK	MARK WITH (X)		
1. All Classes of Construction			
2. General			
3. Mechanical			
4. Electrical			
5. Excavating and Grading			
6. Concrete			
7. Structural Steel			
8. Steel and Miscellaneous Iron			
9. Painting and Decorating			
10. Laboratory Equipment			
11. Elevator Installation			
12. Plumbing			
13. Heating and Ventilating			
14. Air Conditioning			
15. Boiler and Equipment			
16. Environmental (Describe)			
17. Other (Describe)			
18. Other (Describe)			
19. Other (Describe)			
20. Other (Describe)			

# UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

### **IDENTIFICATION**

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions hereinafter made.)

LE	GAL NAME				
PR	RINCIPAL OFFICE(Street or PO Box) (City) (State) (Zip)				
	A CorporationA CopartnershipAn IndividualCombination				
	GENERAL INFORMATION				
A.	Are you licensed as a contractor? Yes ( ) No ( )				
	Licensed in the name ofLocation (City or State)License No. & Type				
В.	How many years has your organization been in business as a contractor under your present business name?				
C.	How many years experience in construction work has your organization had? (Type)				
	(a) As a prime contractor? (b) As a subcontractor?				
D.	Have you or your organization, or any officer or partner thereof, failed to complete a contract?				
	If so, give details				
E.	If you have a controlling interest in any firms presently qualified with the University, show names thereof:				
F.	We normally perform% of the work with our own forces.				
	List trades:				

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.

G. Has your firm been involved in any litigation in the past five (5) years? Yes () No () If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of your firm or other factors which would place your firm and the University of Colorado Denver in a position of "Conflict of Interests"?

Yes () No () If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as a bankrupt?

Yes () No () If yes, explain.

## PERSONNEL OF ORGANIZATION

\_

1. Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years.

2. Show the construction experience of the principal individuals of your present organization in the following tabulation:

Individual's Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitudes and Type of Work	In What Capacity

## PROJECT EXPERIENCE

Show the projects your organization has completed during the last five years in the following tabulation:

Year Completed	Project	Type of Work (See Page 2)	Location	Contract Value	Contracting Authority	In what Capacity

## WORK CURRENTLY UNDER CONTRACT

Expected Completio n Date	Project	Type of Work (See Page 1)	Location	Contrac t Value	Contracting Authority	Architect or Engineer

## SURETIES

List the Surety Companies that have bonded your work for the past five (5) years:

Name of Surety and Name and Address of Agent	Project and Location	Period of Bond From	Period of Bond To	General Comments

## CORPORATION / CO-PARTNERSHIP

CORPORATION: (If a corporation, answe	r this:)		
When Incorporated			
In What State			
President's Name			
Vice President's Name			
Secretary's Name			
Treasurer's Name			
CO-PARTNERSHIP: (If a co-partnership, ans	wer this:)		
Date of Organization			
State whether partnersh	ip is general,	limited, or associa	tion
Name and address of ea	ach partner:		
(name)		(name)	
(address)		(address)	

WHERE QUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE (ATTACHED) AFFIDAVITS MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMBINATION.

## AFFIDAVIT FOR CORPORATION

certifies and says: That he is (Name of officer)

\_\_\_\_\_of the \_\_\_\_\_\_ (Official capacity)

corporation submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

NOTE: Use full corporate name and attach corporate seal here. (Officer must sign here)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.

## AFFIDAVIT FOR CO-PARTNERSHIP

\_\_\_\_\_ certifies and says: That he/she is a partner of (Name of partner)

the partnership of \_\_\_\_\_: That said partnership (Name of Firm)

submitted this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent the condition of said firm in any substantial respect, it will refrain from further bidding on University work until they shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

The foregoing statement and affidavit are hereby offered.

(Member of Firm must sign here)

(Title)

(Remaining members of Firm sign here)

(Name of Firm)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.

## AFFIDAVIT FOR INDIVIDUAL

\_\_\_\_\_doing business \_\_\_\_\_\_ (Name of individual) (Name of Firm)

certifies and says: That he/she is the person submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect. (Applicant must sign here)

## **BIDDING INFORMATION**

## QUALIFICATION

The University of Colorado Denver will qualify or disqualify a Subcontractor on the basis of:

- (1) The information contained in this statement and
- (2) Past contract experience with the University.

### NOTIFICATION

The University of Colorado Denver will, in writing, notify Contractors of their qualification or disqualification.

#### SECTION 00 51 00 – NOTICE OF AWARD (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF AWARD
  - A. FORM: State of Colorado form "Notice of Award" (SBP-6.15) for Design/Bid/Build Agreements.
  - B. Copies of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 51 00



## NOTICE OF AWARD

(Design/Bid/Build and Design/Build Lump Sum Agreements)

Date of Notice:	
	Date to be inserted by the Agency/Institution
Agency/Institution:	University of Colorado Denver   Anschutz Medical Campus
Project No./Name:	

TO:

The State of Colorado, represented by the undersigned, has considered the Proposals submitted for the above described work.

Your Proposal, deemed to be in the best interest of the State of Colorado, in the amount of \_\_\_\_\_\_ DOLLARS AND NO/100\* (\$\_\_\_\_\_\*) is hereby accepted, pending final execution of the Agreement.

You **are** required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants and Labor Overhead (Direct Labor Burdens) for Work performed by Contractor and major Subcontractors within ten (10) days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants, and Labor Overhead (Direct Labor Burdens) as described above within ten (10) days from the date of this Notice, the State Controller is entitled to retain the amount of the Proposal Guaranty submitted with your Proposal as Liquidated Damages. In this event, the right is reserved to consider all of your rights arising out of the acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the Project, or otherwise dispose thereof.

By

State Buildings Programs (or Authorized Delegate) By\_

(Agency/Institution)

Principal Representative Date

When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

Date

#### SECTION 00 52 53.05 - CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. A sample copy of the above noted form is attached to the end of this section.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CONTRACOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT
  - A. FORM: State of Colorado form "Contractor's Design/Bid/Build (D/B/B) Agreement" (SC-6.21).
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 52 53.05



# **CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT** (STATE FORM SC-6.21)

-

## CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT

(STATE FORM SC-6.21)

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## EXHIBITS:

- **A.** Contractor's Bid (Form SC-6.13)
- **B.** Performance Bond (Form SC-6.22)
- **C.** Labor and Material Payment Bond (Form SC-6.221)
- D. Insurance Certificates
- **E.** Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI 1), (required at contract signing prior to commencing work)
- F. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections.

CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT (STATE FORM SC-6.21)

Department ID: Contract ID #: Project #:

**1. PARTIES**. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the <u>(agency)</u>, hereinafter referred to as the Principal Representative, and <u>(vendor name)</u> having its offices at <u>(vendor address)</u> hereinafter referred to as the Contractor.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

#### RECITALS:

**WHEREAS**, the Principal Representative intends to procure <u>(project name)</u> hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number , Account Number ; and

WHEREAS, this is a phase one waived contract, waiver number 156 Contractors Agreement for Capital Construction Form SC6.21.

WITNESSETH, that the State of Colorado and the Contractor agree as follows:

#### **ARTICLE 1. PERFORMANCE OF THE WORK**

The Contractor shall perform all of the Work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents for the above referenced Project.

#### ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS

The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents.

#### ARTICLE 3. TIME OF COMPLETION

The Contractor agrees to Substantially Complete the Project within \_\_\_\_\_ calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within \_\_\_\_ calendar days for a total time of completion of the entire Project of \_\_\_\_ calendar days. The Contractor shall perform the Work with due diligence to completion.

#### ARTICLE 4. ESSENTIAL CONDITION

Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.4 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

## ARTICLE 5. CONTRACT SUM

The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of \_\_\_\_\_\_ DOLLARS AND NO/100\* (\$\_\_\_\_\_\*).

## ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement SC-6.23, are all essential parts of this Agreement and are fully incorporated herein.

#### ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article 7 alter the Articles (The General Conditions of the Contractor's Design/Bid/Build Agreement SC-6.23) or enlarge upon them as indicated:

The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable.

## 1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

If the box below is marked the six month guarantee inspection is not required.

Principal Representative initial

#### 2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

If the box is marked the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

Principal Representative initial

## 3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of less than \$500,000.

Principal Representative initial

## 4. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of The General Conditions of the Design/Bid/Build Agreement Article 46, Time of Completion And Liquidated Damages, in the amounts and as here indicated. The election of liquidated damages shall limit and control the parties right to damages only to the extent noted.

4.1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to

<sup>(\$)</sup> shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

4.2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to \_\_\_\_\_\_\_(\$) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

## **ARTICLE 8. NOTICE IDENTIFICATION**

All Notices pertaining to General Conditions or otherwise required to be given shall be transmitted in writing, to the individuals at the addresses listed below, and shall be deemed duly given when received by the parties at their addresses below or any subsequent persons or addresses provided to the other party in writing.

Notice to Principal Representative:

With copies to (State Buildings Program (or Delegate) State of Colorado):

Notice to Contractor:

With copies to:

## SIGNATURE APPROVALS:

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect. **Principal is not a recognized title and will not be accepted** 

THE CONTRACTOR	<b>STATE OF COLORADO</b> , acting by and through: (Insert Name of Agency or IHE)
Legal Name of Contracting Entity	By: (Insert Name & Title of Principal Representative for Agency or IHE)
	Date:
*Signature By Name (print) Title	APPROVED DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM State Architect (or authorized Delegate)
Date:	By: (Insert Name of Authorized Individual)
	Date:
ALL CONTRACTS MUST BE APPROVE C.R.S. § 24-30-202 requires the State Controller to approve all State Con State Controller or delegate. Contractor is not authorized to begin perforr the State of Colorado is not obligated to pay Contactor for such perf	tracts. This Contract is not valid until signed and dated below by the nance until such time. If Contractor begins performing prior thereto,

#### APPROVED:

STATE OF COLORADO STATE CONTROLLER'S OFFICE State Controller (or authorized Delegate)

By:

(Insert Name & Title of Authorized Individual)

Date:

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT A

CONTRACTOR'S BID (Form SBP-6.13)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

EXHIBIT D

INSURANCE CERTIFICATE(S) (attached)

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT E

**Certification and Affidavit Regarding Unauthorized Immigrants** (State Form UI-1), (required at contract signing prior to commencing work)

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT F

Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections

#### SECTION 00 55 00 – NOTICE TO PROCEED

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE TO PROCEED
  - A. FORM: State of Colorado form "Notice To Proceed (Design/Bid/Build Contract)" (SBP-6.26).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 55 00



## NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice:

Date to be inserted by the Principal Representative
Date/Description of Contract Documents:
Institution/Agency:
University of Colorado Denver | Anschutz Medical Campus
Project No./Name:

Attach Notice of Code Compliance from Code Review Agent/Building Official for Documents Listed Above

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, and Affidavit Regarding Unauthorized Immigrants have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the bond and insurance requirements of the Contract Documents are met for the duration of the Agreement. The Agreement dated \_\_\_\_\_ covering the above described work has been fully executed.

You are hereby authorized and directed to proceed within ten (10) days from date of this Notice as required in the Agreement. Any liquidated damages for failure to achieve Substantial Completion by the date agreed that may be applicable to this Contract will be calculated using the date of this Notice for the date of the commencement of the Work.

The completion date of the Project is \_\_\_\_\_ (M/D/YYYY).

By \_

State Buildings Program (or Authorized Delegate) Date

By \_\_\_\_\_ Principal Representative (Institution or Agency)

Date

When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative; or delivered by any other means to which the parties agree.

#### SECTION 00 61 13.13 – PERFORMANCE BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PERFORMANCE BOND
  - A. FORM: State of Colorado form "Performance Bond" (SC-6.22).
  - B. A copy of the above noted form is attached to the end of this section.

#### 1.2 PROCEDURE

- A. Performance Bond is required for construction values of \$150,000 or more.
- B. This bond must be accompanied by Power of Attorney.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 61 13.13**



## PERFORMANCE BOND

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name:

#### BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

#### KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

	WHEREOF said Principal and Sur 20	ety have executed this Bond, this	day
	(Corporate Seal)	THE PRINCIPAL	
ATTEST:		Ву:	
	Secretary	Title:	
	(Corporate Seal)	SURETY	
		Ву:	
		Attorney-in-fa	ct
THIS BO	OND MUST BE ACCOMPANIED E	BY POWER OF ATTORNEY, EFFECTIVE	LY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.

#### SECTION 00 61 13.16 – LABOR AND MATERIAL BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 LABOR AND MATERIAL BOND
  - A. FORM: State of Colorado form "Labor and Material Bond" (SC-6.221).
  - B. A copy of the above noted form is attached to the end of this section.

#### 1.5 PROCEDURES

- A. Labor and Material Bond is required for construction values of \$150,000 or more.
- B. This bond must be accompanied by Power of Attorney.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 61 13.16**



## LABOR AND MATERIAL BOND

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus Project No./Name:

#### BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of \_\_\_\_\_\_ are held and firmly bound unto the STATE OF COLORADO

acting by and through <u>Board of Regents of the University of Colorado, a body corporate, for and on behalf</u> of the University of Colorado Denver, hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_

together with interest at the rate of eight per cent (8%) per annum on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

**WHEREAS**, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated \_\_\_\_\_\_, 20\_\_\_\_ for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless the State of Colorado and the Principal Representative from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and repay the State of Colorado and the Principal Representative all outlay and expense which the State of Colorado and the Principal Representative may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of the work of said Contract, and it said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless the State of Colorado and the Principal Representative to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forebearance on the part of either the State of Colorado or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this	day of _
, A.D., 20	

(Corporate Seal)	THE PRINCIPAL
ATTEST: Secretary	By: Title:
(Corporate Seal)	SURETY
	By:Attorney-in-fact
THIS BOND MUST BE ACCOMPANIED BY P	OWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

#### SECTION 00 62 16 – CERTIFICATE OF INSURNACE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CERTIFICATE OF INSURANCE
  - A. Sample Certificate of Liability Insurance and language.
  - B. Sample Evidence of Property Insurance (Builder's Risk)
  - C. A copy of the above noted forms are attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 62 16



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) CURRENT DATE

THIS CERTIFICATE IS USUE AS A MATTER OF INFORMATION ONLY AND CONFIRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS       DECISION, THIS CERTIFICATE NO REAL PROVIDED BY THE POLICIES AFFORDED BY THE POLICIES          BELOW, THIS CERTIFICATE OF INSUMANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUERE PROVIDED BY THE POLICIES        DECISION, THIS CERTIFICATE OF INSUMANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUERE PROVISIONS THE POLICIES          IMPORTANT:       The certificate holds is an ADDITIONAL INSURED; provisions of the policy, certain policies may require an endorsement. A statement on       this certificate holds in the certificate holds in failed of the policy, certain policies may require an endorsement. A statement on       this certificate holds in the certificate holds in failed of the policy, certain policies          PRODUCTS       COMPANY          ADDRESS       INSURED ADORESS          INSURED ADORESS        INSURED ADORESS          INSURED ADORESS        INSURED TO THE THE OF INSURANCE ONES ADORE FOR THE THEORY          INSURED ADORESS        INSURED TO THE THE OF INSURANCE ADORESON IN MARKERS          INSURED ADORESS        INSURED TO THE INSURANCE ADORESON IN SUBJECT TO ALL THE STOCK ONTONIANCE ONES AND AND THE THE OF INSURANCE ADORE FOR THE THE ONE OF IN			2.542.510		100000000000000000000000000000000000000			WELL CHARTER STREET			0011		
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D       OFFICERMEMBERERCLUDED?       T       NTA       T       POLICY NUMBER       01/01/2019       01/01/2019       01/01/2020       E.L. DISEASE - EA EMPLOYEE \$ 100,000         EL       DISSCRIPTION OF OPERATIONS below       Y       POLICY NUMBER       01/01/2019       01/01/2020       Each Occurrence       2,000,000         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)       The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.         The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the University of Colorado, a Body Corporate.       CANCELLATION         CERTIFICATE HOLDER         CANCELLATION         The Regents of the University of Colorado         Attn: Project Management         1945 North Wheeling Street, Campus Mail stop F-418		AND EMPLOYERS' LIABILITY								the second s	e 100	000	
If yes, describe under DESCRIPTION OF OPERATIONS below       Y       POLICY NUMBER       01/01/2019       EL. DISEASE - POLICY LIMIT       \$ 500,000         E       PROFESSIONAL LIABILITY       Y       POLICY NUMBER       01/01/2019       01/01/2020       Each Occurrence Aggregate       2,000,000         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)       The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.         The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the University of Colorado, a Body Corporate.       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.         The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	D	OFFICER/MEMBEREXCLUDED?		N/A	Y	POLICY NUMBER		01/01/2019	01/01/2020				
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Certificate Holder       Cancellation       Cancellation       Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.         The Regents of the University of Colorado Attn: Project Management 1945 North Wheeling Street, Campus Mail stop F-418       Should any of the University of Signature													
University of Colorado, a Body Corporate.  CERTIFICATE HOLDER  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Authorized Representative Signature	The Regents of the University of Colorado, a Body Corporate are named as Additional Insured as respects General, Pollution and Automobile Liability policies.												
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1945 North Wheeling Street, Campus Mail stop F-418							THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
Authorized Poprocentative Signature				Cam		Aail stop F-418	AUTHORIZED REPRESENTATIVE						
	Aurora, CO 80045							Authorized Representative Signature					

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## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

			CUR	RENTIEXT				
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER O ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AF COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER	FIRMATIVELY OR NEGATI	VELY AMEND, E ONSTITUTE A (	XTEND OR ALTE	ER THE				
AGENCY PHONE (A/C, No, Ext):	COMPANY							
COMPANY								
ADDRESS	INSURANCE COMPANY							
CITY, STATE, ZIP CODE								
FAX E-MAIL (A/C, No): ADDRESS:	1							
CODE: SUB CODE:								
AGENCY CUSTOMER ID #:								
INSURED	LOAN NUMBER POLICY NUMBER							
INSURED NAME			POLICY NUMBER					
INSURED ADDRESS	EFFECTIVE DATE	EXPIRATION DATE	CONTINUI	ED UNTIL				
INSURED CITY, STATE, ZIP CODE	01/01/2019 01/01/2020 TERMINATED IF CHECKED							
	THIS REPLACES PRIOR EVIDENCE	E DATED:						
PROPERTY INFORMATION	1							
LOCATION OF PROJECT								
Builders Risk is required for new buildings or alterations to existing buildings								
and for materials and equipment to be installed in existing structures.								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
COVERAGE INFORMATION PERILS INSURED BASIC	BROAD X SPECIAL							
COVERAGE / PERILS / FORMS		AMOL	JNT OF INSURANCE	DEDUCTIBLE				
Builders Risk - 100% of Completed Value		100%	₀ Project Value	\$50,000 or les				
RE: Specific Project								
CANCELLATION								
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	EFORE THE EXPIRATION	DATE THEREOF	, NOTICE WILL E	BE				
ADDITIONAL INTEREST								
NAME AND ADDRESS	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAY		DSS PAYEE				
The Regents of the University of Colorado	LOAN #		-					
Attn: Project Management								
1945 North Wheeling Street, Campus Mail stop F-418	AUTHORIZED REPRESENTATIVE							
Aurora, CO 80045	AUTHORIZED REPRESENTATIVE SIGNATURE							
ACORD 27 (2016/03)	© 1993-201	5 ACORD CORE	PORATION. All r	rights reserved				

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### SECTION 00 62 76 – APPLICATION AND CERTFICIATE FOR CONTRCTORS PAYMENT FORM

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
  - B. Related Requirements:
    1. 01 29 00 Payment Procedures
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 FORMS
  - A. APPLICATION AND CERTIFICATE FOR CONTRACTORS PAYMENT (SBP-7.2)
     1. Download Link: <u>https://drive.google.com/open?id=0ByG39KP3LPlCVHVqenlySGJIMFE</u>
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 62 76

#### SECTION 00 63 46 - CHANGE ORDER BULLETIN

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Change Order Bulletin" (SC-6.311).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 46



# CHANGE ORDER BULLETIN

Change Order Bulletin No:	Date
Contractor:	
Institution or Agency:	
Project No./Name:	
Description of Work:	

This bulletin is issued to define the scope of revision in drawings and/or specifications for a contemplated change order. The work called for by these revisions shall be in accordance with the requirements of the original contract documents.

Please prepare and submit a proposal for the changes described below. For pricing use State Form SC-6.312. A formal change order State Form SC-6.31 will be issued after approval of your proposal by State Buildings Program and the Architect. Your proposal shall include a statement as to the effect this change will have on the time for completion of the project.

This bulletin is **NOT** an authorization to proceed.

DESCRIPTION OF CHANGE:

SPECIFICATION REVISIONS:

STATUS OF EXISTING WORK:

PREPARED BY:

ARCHITECT/ENGINEER OR CONTRACTOR

APPROVED BY:

STATE BUILDINGS PROGRAM (or Authorized Delegate)

#### SECTION 00 63 53 – CHANGE ORDER PROPOSAL

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER PROPOSAL
  - A. State of Colorado form "Change Order Proposal" (SC-6.312).
    1. Download link: <u>https://drive.google.com/file/d/1Uo7i4h3LqpByA8GUYE15K9qne\_8hSwtS/view</u>
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 53

S.OF-CO		
EN AND	OFFICE OF THE STATE ARCHITECT	
1.60	STATE BUILDINGS PROGRAMS	
* 1876	CHANGE ORDER PROPOSAL	(enter information ONLY in YELLOWED cells)
		Change Order Bulletin No:
Change O	order Proposal No. Date	Description of Work: (enter into text box) Date
101101-1 <b>0</b> 1-17		
Contractor		
Institution of	or Agency	
Project No./	Name	
		nis form, read instructions on reverse side.)
PARTI-	WORK PERFORMED BY CONTRACTOR	2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2
Line 1.	Direct Labor Costs	\$ <u></u>
Line 2.	Labor Overhead (Direct Labor Burdens)	_x Line 1) \$
Line 3.	Total Contractor's Labor Costs (Lines 1 and 2)	\$\$
Line 4.	Direct Materials Costs	\$
Line 5. Line 6.	Materials Overhead (Delivery Costs & Taxes) ( Total Materials Costs (Lines 4 and 5)	x Line 4)\$\$
Line 7.	Total Equipment Costs	s 0.00
Line 8.	PART I - TOTAL CONTRACTOR'S L, M & E COSTS (Lin	les 3, 6 and 7) Part I \$ 0.
PART II -	WORK PERFORMED BY SUBCONTRACTOR	
Line 9.	Direct Labor Costs	\$\$
Line 10.	Labor Overhead (Direct Labor Burdens)	_ x Line 9)\$0.00
Line 11.	Total Subcontractor's Labor Costs (Lines 9 and 10)	\$\$
Line 12.	Direct Materials Costs	x Line 12) \$ 0.00
Line 13. Line 14.	Materials Overhead (Delivery Costs & Taxes) ( Total Subcontractor's Materials Costs (Lines 12 and 13)	x Line 12)\$0.00 \$0.00
Line 14.	Total Subcontractor's Equipment Costs	ss
Line 16.	Total Subcontractor's L, M & E Costs (Line 11, 14 and 15	) \$ 0.00
Line 17.		<u>x Line 16) \$ 0.00</u>
Line 18.	Subcontractor's Profit (on line 16) Addition or Dedu	
Line 19.	PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 1	I6, 17 and 18) Part II \$ 0.
PART III -		
Line 20.		<u>% x Part I Total) \$ 0.00</u>
Line 21. Line 22.	Contractor's Profit ( <u>5.0</u> PART III - TOTAL CONTRACTOR OVERHEAD & PROF	% x Part I Total)         \$         0.00           IT (Lines 20 and 21)         Part III         \$         0.0
PART IV -		
Line 23.		% x Part II Total) \$ 0.00
Line 24.	Contractor's Profit (on Line 19) Addition or Dedu	
Line 25.	PART IV - TOTAL CONTRACTOR MARKUP ON SUBCO	
PART V -	SUBTOTAL C.O. PROPOSAL (Parts I and II and III and	IV) Part V (Subtotal) \$ 0.
	CONTRACTOR'S BOND COST     (	x Part V Total) Part VI \$ 0.
PART VII	<ul> <li>GRAND TOTAL CHANGE ORDER PROPOSAL (Sum or</li> </ul>	f Totals: Parts V and VI) Grand Total \$ 0.
PART VIII	- CONTRACT TIME (CALENDAR DAYS CHANGED)	EXTENDED NO CHANGE REDUCED Da
	THE TIME OF COMPLETION MAY CHANGE BY THE	CALENDAR DAYS INDICATED (ABOVE) FROM THE TOTAL NUMBER OF
	DAYS LISTED IN THE CONTRACTO	R'S AGREEMENT TO COMPLETE THE ENTIRE PROJECT.
CONTRAC		ARCHITECT/ENGINEER'S CERTIFICATE:
	TOR'S CERTIFICATE: ertify that, to the best of my knowledge and belief, the	This is to certify that I have analyzed the proposal and find, to the best of my
	data submitted in response to the listed C.O. Bulletin,	knowledge and belief, that the proposal represents current, fair, factual and
	te, complete and current as of	competitive cost/price data.
Finne		Firm
Firm:		Firm:
Name & titl	le:	Name & title:
Signature:		Signature:
*Date:		Date:
	osal shall remain in full force and effect for a period of ca	lendar days from date of signature.

STATE BUILDINGS PROGRAMS (or Authorized Delegate)

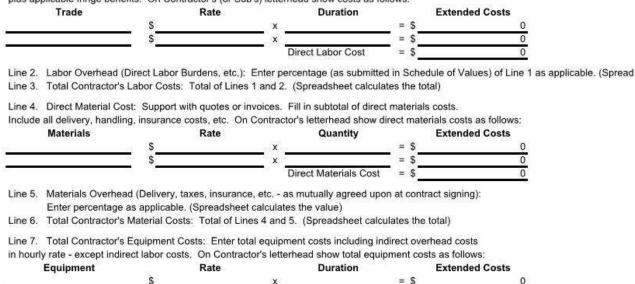
Date:

#### INSTRUCTIONS FOR COMPLETING "CHANGE ORDER PROPOSAL" COST/PRICE DATA SUMMARY (STATE FORM SC-6.312) (enter information only in YELLOWED cells)

Enter Change Order Proposal Number, Date Created, Contractor's Name, Agency/Institution, State Project Number and Name. REFERENCE: Enter Change Order Bulletin Number, Date Issued, and Description of Changes from Bulletin, noting exceptions which are listed in the Bulletin but are excluded, i.e., not priced on this form.

#### PART I - WORK PERFORMED BY CONTRACTOR:

Line 1. Direct Labor Costs: Fill in subtotal of direct labor costs which includes base rates plus applicable fringe benefits. On Contractor's (or Sub's) letterhead show costs as follows:



Line 8. TOTAL CONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 3, 6 and 7 of Part I. (Spreadsheet form calculates totals)

#### PART II - WORK PERFORMED BY SUBCONTRACTOR:

Line 9. Direct Labor Costs: See Line 1 instructions.

Line 10. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 9 as applicable. (Spreadsheet calculates the value)

= \$ Total Equipment Cost = \$

0

- Line 11. Total Contractor's Labor Costs: Total of Lines 9 and 10. (Spreadsheet calculates the total)
- Line 12. Direct Material Cost: See Line 4 instructions.
- Line 13. Materials Overhead (Delivery, taxes, insurance, etc.) Enter percentage as applicable. (Spreadsheet calculates the value)
- Line 14. Total Subcontractor's Material Costs: Total of Lines 12 and 13. (Spreadsheet calculates the total)
- Line 15. Total Subcontractor's Equipment Costs: See Line 7 instructions.
- Line 16. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 11, 14 and 15 of Part II.
- Line 17. Subcontractor's Overhead (Indirect costs). Edit percentage of Line 16 if applicable See Article 35 of General Conditions.
- Line 18. Subcontractor's Profit: Enter a "1" in appropriate cell. For an addition, Edit E37, a deduct, Edit I37, See Article 35 General Conditions
- Line 19. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 16, 17 and 18 of Part II.

#### PARTS III THROUGH VIII - CERTIFICATIONS - Self Explanatory.

- Part 3. Edit percentages for Line 20 or 21 if applicable. See Article 35 of General Conditions.
- Part 4. Line 23, Edit percentages applicable to Line 18. See Article 35 of General Conditions.
- Part 4. Line 24, Enter a "1" in appropriate cell. For an addition, edit E45, a deduct edit I45. See Article 35 of General Conditions.
- Part 5. SUBTOTAL OF CHANGE ORDER PROPOSAL (sum of lines 8, 19, 22, and 25 applicable)
- Part 6. Contractor's Bond Cost: Enter percentage value of Part 5 as applicable. (spreadsheet calculates the value)
- Part 7. GRAND TOTAL OF THE CHANGE ORDER PROPOSAL. (spreadsheet calculates the sum of parts 5 and 6)
- Part 8. Contract time change. Place an "X" in appropriate cell and edit the cell to indicate the number of days changed.

A. The Contractor, who prepares this proposal form, certifies the cost/price data by signing, dating, and forwarding same to the Architect/Engineer (or Consultant) for further action.

B. The Architect/Engineer (or Consultant) reviews and analyzes the cost/price data for the requirements that these are: 1) currently prevalent, 2) reasonably fair, 3) factually applicable, and 4) equivalently competitive market selling prices. The Architect/Engineer (or Consultant) may negotiate - after receipt of the cost proposal - any or all of the cost elements of the proposal to support a recommendation of acceptance to the Principal Representative. Certification by the A/E (or Consultant) of the above requirements is made upon his signature. The Architect/Engineer (or Consultant) forwards the proposal with the supporting back-up to the Agency.

C. Authority for the Institution or Agency (usually the Principal Representative) reviews the proposal, signs, dates, and forwards to Office of the State Architect for final action.

D. State Buildings Division reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and,

if in order, signs and dates the proposal.

SC-6.312 (Rev 7/2018)

## SECTION 00 63 58 - CHANGE ORDER LOG (CM/GC)

#### PART 1 - GENERAL

- 1.1 RELATED ITEMS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER LOG
  - A. State of Colorado form "Change Order Log"
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

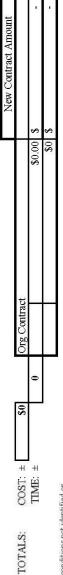
#### END OF SECTION 00 63 58

STATE BUILDINGS AND REAL ESTATE PROGRAMS CHANGE ORDER MANAGEMENT CHANGE ORDER LOG

Project Title:

Project #:

RESOLUTION /	COMMENI								
REASON FOR	CHANGE								
STATUS							3		
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CONT	CODE								
VALUE	ADDED								
DESCRIPTION									
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# Contingency Codes:

DSC - DIFFERING SITE CONDITIONS. Either encountered on site or in the building structure due to existing conditions not identified or detected during initial investigations.

**BA** - BID ALTERNATES: Implementation of either additive or deductive bid alternates due to favorable/unfavorable base bid results. The functionality of the project is not compromised by implementation of deductive alternates

AV - ADDED VALUE: Change work represents essential work necessary to achieve original scope of work but was not identified in the original bid documents due to omission.

UPG - UPGRADES. Change work due to voluntary upgrading by agency/institution of materials and/or equipment/systems within original scope of work. Justification is to be based on durability, energy efficiency, aesthetics, etc. UI - UNKNOWN ITEMS: Unforeseen costs associated with impact of project on existing functions of the agency/institution causing disruptions, shut downs, relocations, etc.

Status Codes

OPN - Open item been submitted by Contractor for review by A/E and owner **APP** - Approved for processing Closed item (CO has been processed or item voided

SUB - COP has

- oto

#### SECTION 00 63 64.05 – CONTRACT AMENDMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Contract Amendment" (SC-6.0A).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 64.05



## CONTRACT AMENDMENT

Amendment No:	Contract ID No.
Contractor:	
Institution or Agency:	
Project No./Name:	

PARTIES. THIS AMENDMENT is entered into by and between the STATE OF COLORADO, acting by and through the \_\_\_\_\_\_, Principal Representative, hereinafter referred to as the State, and \_\_\_\_\_\_ having its offices at \_\_\_\_\_\_ hereinafter referred to as the Contractor.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Amendment shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

## FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

[Statement of facts/reasons for the Amendment]

NOW THEREFORE, it is hereby agreed that

- 1. Consideration for this Amendment consists of the payments, which shall be made pursuant to this Amendment and the promises, and agreements herein set forth.
- 2. It is expressly agreed by the parties that this Amendment is supplemental to the original Contract, as amended (\_\_\_\_\_\_), collectively\* referred to as the original Contract, which is incorporated by reference herein, that all provisions thereof, unless specifically modified herein, apply to this Amendment as though they were expressly re-written, incorporated, and included herein. (\*Note: only use this language if creating Amendment #2 or higher)
- 3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
  - a.
  - b.
  - C.

	SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts	
Original Contract				
Amendment #1				
Current Total Amount of Contract (To Date):				

- 4. Except with respect to the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
- 5. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.
- 6. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS SHE OR HE MAY DESIGNATE.

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor/Consultant hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect. **Principal is not a recognized title and will not be accepted.** 

Project Name/Number:	
THE CONTRACTOR/CONSULTANT:	<b>STATE OF COLORADO</b> , acting by and through: (Insert Name of Agency or IHE)
	By:
Legal Name of Contracting Entity	(Insert Name & Title of Principal Representative for Agency or IHE)
	Date:
*Signature By Name (print) Title	APPROVED DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM
Name (print) Title	State Architect (or authorized Delegate)
Date:	Ву:
	By: (Insert Name of Authorized Individual)
	Date:
	<b>APPROVED</b> DEPARTMENT OF LAW ATTORNEY GENERAL (or authorized Delegate)
	By:(Insert Name of Authorized Individual)
	Date:
	APPROVED BY THE STATE CONTROLLER:
	e all State Contracts. This Contract is not valid until signed and dated below

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contactor for such performance or for any goods and/or services provided hereunder.

#### **APPROVED:**

STATE OF COLORADO STATE CONTROLLER'S OFFICE State Controller (or authorized Delegate)

By:

(Insert Name & Title of Authorized Individual)

Date:

#### SECTION 00 65 15 - NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF PARTIAL SUBSTANTIAL COMPLETION
  - A. State of Colorado form "Notice of Partial Substantial Completion" (SPB-071).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 15



## NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

Date of Partial Substantial Completion:

Date to be inserted by the Principal Representative

Institution/Agency:	
Project No./Name:	

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Partial Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Partial Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed on the reverse by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

Architect/Engineer	Date	Contractor	Date
State Buildings Program (or Authorized Delegate)	Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of \_\_\_\_\_ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of \_\_\_\_\_ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

#### SECTION 00 65 16 - NOTICE OF SUBSTANTIAL COMPLETION

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Notice of Substantial Completion" (SPB-07).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 16



## NOTICE OF SUBSTANTIAL COMPLETION

Date of Substantial Completion:	
	Date to be inserted by the Principal Representative
Institution/Agency:	
Project No./Name:	

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

Architect/Engineer	Date	Contractor	Date
State Buildings Program (or Authorized Delegate)	Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of \_\_\_\_\_ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of \_\_\_\_\_ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

#### SECTION 00 65 19.03 - NOTICE OF APPROVAL OF OCCUPANCY/USE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF APPROVAL OF OCCUPANCY/USE
  - A. State of Colorado form "Notice of Approval of Occupancy/Use" (SBP-01).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not (Not Applicable)Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 65 19.03**



# NOTICE OF APPROVAL OF OCCUPANCY/USE

Date of Occupancy:	
	Date to be inserted by the Architect/Engineer after consulation with Principal Representative
Institution/Agency:	
Project No./Name:	

Portion(s) of project for which occupancy is approved:

The items identified below if applicable must be completed with before Occupancy is approved.

Date Completed	A/E Signoff	
		1. The Notice of Substantial Completion has been issued and the Building Inspection Record is completely signed-off and attached.
		2a. Notification has been made to the local Fire Department concerning which portion(s) of the building will be occupied and the date(s).
		2b. Fire alarms, smoke detection systems and building fire sprinkler systems have been fully checked and are operable.
		2c. The building's fire connections must be installed and operable, if applicable.
		3. Coordination for final utility and service connections and meters (water, gas, sewer, electricity and telecommunication) has been made and systems are in full operating order.
		4. Sterilization of plumbing systems has been performed.
		5. Operational test of systems and equipment has been performed as required.
		6. Systems adjustments such as balancing, equipment operations, etc., have been performed. Reports have been submitted to the Architect/Engineer for approval.
		<ol> <li>Principal Representative furnished equipment and furnishings are coordinated and placed.</li> </ol>
		8. All elements left unfinished must be in such condition that there would be no hazard to the health or safety of the occupants.
		9. All restroom facilities must be fully functional and operable.
		10. All light fixtures must be installed and operable.

11. All exit lights and emergency lighting systems have been checked and are operable.
12. All windows have been glazed and hardware is available for ventilation purposes.
13. All routes of egress must be clear of construction materials and debris at all times.
14. There must be a means of pedestrian access to each building. Contractor must have sidewalks installed before occupancy and pedestrian barricades and other means of public protection as required.

Occupancy does not constitute acceptance of the project as being complete. It simply provides the Principal Representative the opportunity to occupy/use the project or the applicable portion thereof prior to final completion and acceptance. Occupants can expect to be impacted by the Contractor's efforts to complete the project. The Contractor would not repair any damage caused by the occupants.

Architect/Engineer	Date	Principal Representative (Institution or Agency)	Date
State Buildings Program (or Authorized Delegate)	Date	Contractor	Date

#### SECTION 00 65 19.23 – PRE-ACCEPTANCE CHECKLIST

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PRE-ACCEPTANCE CHECKLIST
  - A. State of Colorado form "Pre-Acceptance Checklist" (SBP-05).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.23



## **PRE-ACCEPTANCE CHECKLIST\***

Institution or Agency:	Final Punch List Date	
Architect/Engineer:		
Contractor:		
Project No./Name:		
-		

After Contractor is satisfied that work is complete as per Notice of Substantial Completion Punch List, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Principal Representative and State Buildings Programs (SBP) present. Forms are processed as required.

		DATE COMPLETED	A/E SIGNOFF	REMARKS
1.	The Notice of Approval of Occupancy/Use has been fully executed.			
2.	Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.			
3.	Final Change Orders are processed (work must be completed prior to Notice of Acceptance).			
4.	Punch list work is completed and accepted			
5.	Permanent keying, keys and keying instructions have been performed.			
6.	Extra materials as per specifications are delivered to Principal Representative.			
7.	As-built drawings have been submitted to Architect/Engineer.			
8.	Guarantee/Warranty documentation requirements are met.			
9.	Five Most Costly Goods form is completed by Contractor and received			
10.	Removal of Contractor's temporary work including cleanup and debris removal.			
11.	State personnel are instructed in system and equipment operations as required by contract.			
12.	All Instructions, manuals, guides, and charts have been transmitted to Principal Representative.			

Architect/Engineer

Date

Contractor

Date

State Buildings Programs	Date	Principal Representative	Date
(or Authorized Delegate)		(Institution or Agency)	

## SECTION 00 65 19.25 – NOTICE OF PARTIAL FINAL ACCEPTANCE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY
- 1.3 DEFINITIONS
- 1.4 NOTICE OF PARTIAL FINAL ACCEPTANCE
  - A. State of Colorado form "Notice of Partial Final Acceptance" (SC-6.271).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.25



## NOTICE OF PARTIAL FINAL ACCEPTANCE

Date to be inserted by A/E after consultation with the Principal Representative

Institution/Agency: Project No./Name:

Portion(s) of Project for which final acceptance is approved:

TO:

Notice is hereby given that the State of Colorado, acting by and through the \_\_\_\_\_\_, accepts as complete\* the above numbered project.

State Buildings Program (or Authorized Delegate)

Date

Principal Representative (Institution or Agency) Date

\*When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative.

## SECTION 00 65 19.26 - NOTICE OF FINAL ACCEPTANCE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF FINAL ACCEPTANCE
  - A. State of Colorado form "Notice of Final Acceptance" (SBP-6.27).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.26



# NOTICE OF FINAL ACCEPTANCE

Date of Notice of Acceptance:	
	Date to be inserted by A/E after consultation with the Principal Representative
Institution/Agency:	
Project No./Name:	

TO:

State Buildings Program (or Authorized Delegate) Date

Principal Representative (Institution or Agency) Date

\*When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

## SECTION 00 65 19.30 - NOTICE OF CONTRACTOR'S SETTLEMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY
- 1.3 DEFINITIONS
- 1.4 NOTICE OF CONTRACTOR'S SETTLEMENT
  - A. State of Colorado form "Notice of Contractor's Settlement" (SBP-7.3).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.30



1.

## STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# NOTICE OF CONTRACTOR'S SETTLEMENT

Institution/Agency:	
Notice Number:	
Project No./Title:	

Notice is hereby given that on <u>date</u> at <u>address</u> Colorado, final settlement will be made by the STATE OF COLORADO with <u>vendor name</u>, hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT as referenced above.

Any person, co-partnership, association or corporation who has an unpaid claim against the said project, for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools. or equipment and other supplies used or consumed by such Contractor or any of his subcontractors In or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid on account of such claim

- 2. All such claims shall be filed with the Authority for College, Institution, Department or Agency.
- 3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim

#### Authorized Facility Manager or Authorized Individual

Name:	
Approval Date:	
Agency:	
Phone:	
Fax:	
Email:	

#### MEDIA OF PUBLICATION:

#### PUBLICATION DATES:

First: Second:

(At least ten (10) days prior to above settlement date)

#### NOTES TO EDITOR:

Transmit two (2) copies of the Affidavit of Publication, and invoice, to:

#### SECTION 00 72 53 - CONTRACT GENERAL CONDITIONS (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CONTRACT GENERAL CONDITIONS FOR D/B/B AGREEMENT
  - A. State of Colorado form "The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement" (SC-6.23) dated 7/2021.
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 72 53



THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT (STATE FORM SC-6.23)

THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT (STATE FORM SC-6.23)

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#### THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT (STATE FORM SC-6.23)

## ARTICLE 1. DEFINITIONS

CONTRACT DOCUMENTS

The Contract Documents consist of the following some of which are procedural documents used in the administration and performance of the Agreement:

- 1. Contractor's Design/Bid/Build Agreement; (SC-6.21);
- 2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
- 3. General Conditions of the Contractor's Design/Bid/Build Agreement (SC- 6.23) and if applicable, Supplementary General Conditions;
- 4. Detailed Specification Requirements, including all addenda issued prior to the opening of the bids; and,
- 5. Drawings, including all addenda issued prior to the opening of the bids.
- 6. Change Orders (SC-6.31) and Amendments (SC-6.0), if any, when properly executed.
- 7. Authorization to Bid (SBP-6.10)
- 8. Information for Bidders (SBP-6.12);
- 9. Bid (SBP-6.13);
- 10. Bid Bond (SBP-6.14);
- 11. Notice of Award (SBP-6.15);
- 12. Builder's risk insurance certificates of insurance (ACORD 25-S);
- 13. Liability and Workers' compensation certificates of insurance;
- 14. Notice to Proceed (Design/Bid/Build) (SBP-6.26);
- 15. Notice of Approval of Occupancy/Use (SBP-01);
- 16. Notice of Partial Substantial Completion (SBP-071);
- 17. Notice of Substantial Completion (SBP-07);
- 18. Notice of Partial Final Acceptance (SC-6.27);
- 19. Notice of Final Acceptance (SBP-6.271);
- 20. Notice of Partial Contractor's Settlement (SC-7.3);
- 21. Notice of Contractor's Settlement (SBP-7.31);
- 22. Application and Certificate for Contractor's Payment (SBP-7.2);
- 23. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, the Specifications or required by the State Buildings Program or the Principal Representative, including but not necessarily limited to Pre-Acceptance Check List (SBP-05) and the Building Inspection Record (SBP-BIR). A list of the current standard State Buildings Program forms applicable to this Contract may be obtained from the Principal Representative on request.

#### DEFINITIONS OF WORDS AND TERMS USED

- 1. AGREEMENT. The term "Agreement" shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement
- 2. AMENDMENT: The term "Amendment" means a written order signed by the Principal Representative or its authorized agent, issued after the execution of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Contract Sum, or the Contract Time as required by State Building Program's policy Contract Modification Guidelines.

- 3. ARCHITECT/ENGINEER. The term "Architect/Engineer" shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.
- 4. CHANGE ORDER. The term "Change Order" means a written order directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.
- 5. COLORADO LABOR. The term "Colorado labor", as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public Works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.
- 6. CONTRACTOR. The word "Contractor" shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative
- 7. DAYS. The term "days" whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used it shall mean business days of the State of Colorado.
- 8. DRAWINGS. The term "Drawings" shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.
- 9. EMERGENCY FIELD CHANGE ORDER. The term "Emergency Field Change Order" shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35D executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35D.
- 10. FINAL ACCEPTANCE. The terms "final acceptance" or "finally complete" mean the stage in the progress of the Work, after substantial completion, when all remaining items of Work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.
- 11. FIXED LIMIT OF CONSTRUCTION COST. The term "Fixed Limit of Construction Cost" shall set forth a dollar amount available for the total Construction Cost of all elements of the Work as specified by the Principal Representative.
- 12. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
- 13. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

- 14. OWNER. The term "Owner" shall mean the Principal Representative.
- 15. PRINCIPAL REPRESENTATIVE. The term "Principal Representative" shall be defined, as provided in C.R.S. § 24-30-1301(14), as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in C.R.S. § 24-30-1301(14), as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative's representatives on the project and shall be provided with a response in writing when requested.
- 16. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
- 17. PROJECT. The "Project" is the total construction of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.
- 18. REASONABLY INFERABLE. The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications If there is a difference of opinion, the Principal Representative shall make the determination as to the standards of what reasonably inferable.
- 19. SAMPLES. The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
- 20. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).
- 21. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.23" is the State form number for these General Conditions of the Contractor's Design/Bid/Build Agreement).
- 22. SCHEDULE OF VALUES. The term "Schedule of Values" is defined as the itemized listing of description of the Work by Division and Section of the Specifications. The format shall be the same as Form SC-7.2. Included shall be the material costs, and the labor and other costs plus the sum of both.
- 23. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
- 24. SPECIFICATIONS. The term "Specifications" shall mean the requirements of the CSI divisions of the project manual prepared by the Architect/Engineer describing the Work to be accomplished.
- 25. STATE BUILDINGS PROGRAM. Shall refer to the Office of the State Architect within the Department of Personnel & Administration of Colorado State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public Works and improvements erected for state purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in C.R.S. § 24-30-1301, *et seq.* The term State Buildings Program shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Program.
- 26. SUBCONTRACTOR. The term "Subcontractor" shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor.
- 27. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General

Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are re*quired* by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

- 28. SUBSTANTIAL COMPLETION. The terms "substantial completion" or "substantially complete" mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.
- 29. SUPPLIER. The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
- 30. SURETY. The term "Surety" shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.
- 31. VALUE ENGINEERING. "Value Engineering" or "VE" is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.
- 32. WORK. The term "Work" shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor's obligations under the Contract.

#### ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION

#### A. EXECUTION

The Contractor, within ten (10) days from the date of Notice of Award, will be required to:

- 1. Execute the Agreement, State Form SC-6.21;
- 2. Furnish fully executed Performance and Labor and Material Payment Bonds on State Forms SC-6.22 and SC-6.221; and
- 3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
- 4. Furnish certified copies of any insurance policies requested by the Principal Representative.
- 5. If Article 7.1 of the Contractor's Design/Bid/Build Agreement (SC-6.21) applies, furnish documentation that identifies the subcontractors that will be used for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical, and plumbing work required on the project and certify that that all firms identified participate in apprenticeship programs registered with the United States Department of Labor's Employment and Training Administration or state apprenticeship councils recognized by the United States Department of Labor and have a proven record of graduating a minimum of fifteen percent of its apprentices for at least three of the past five years;

By execution of the Agreement the Contractor represents that the Contractor has visited the site, has become familiar with local conditions and local requirements under which the Work is to be performed, including the building code programs of the State Buildings Program as implemented by the Principal Representative, and has correlated personal observations with the requirements of the Contract Documents.

#### C. INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment

and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Contractor's failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

Where a conflict occurs between or within standards, Specifications or Drawings, which is not resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply so long as such more stringent or higher quality requirements are reasonably inferable. The Architect/Engineer shall decide which requirements will provide the best installation.

With the exception noted in the following paragraph, the precedence of the Contract Documents is in the following sequence:

- 1. The Agreement (SC-6.21);
- 2. The Supplementary General Conditions, if any;
- 3. The General Conditions (SC-6.23); and
- 4. Drawings and Specifications, all as modified by any addenda.

Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Notwithstanding the foregoing order of precedence, the Special Provisions of Article 52 of the General Conditions, Special Provisions, shall take precedence, rule and control over all other provisions of the Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the form required by name or context and the form required by number, the form required by name or context shall control. The Contractor may obtain State forms from the Principal Representative upon request.

#### D. PARTNERING, COMMUNICATIONS AND COOPERATION

In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of construction contracts, the Contractor and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Contract may be better achieved and issues resolved in a more fully informed atmosphere.

The Contractor and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of the Notice to Proceed, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Contract unless and except by written Amendment to the Contract, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Contract. It is also recognized that projects with relatively low

contract values may not justify the expense or special efforts required. In the case of small projects with an initial Contract value under \$500,000, the requirements of the preceding paragraph shall not apply.

# ARTICLE 3. COPIES FURNISHED

The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the Work.

# ARTICLE 4. OWNERSHIP OF DRAWINGS

Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other Work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

The Contractor may retain the Contractor's Contract Document set, copies of Drawings and Specifications used to contract with others for any portion of the Work and a marked up set of as-built drawings.

# ARTICLE 5. ARCHITECT/ENGINEER'S STATUS

The Architect/Engineer is the representative of the Principal Representative for purposes of administration of the Contract, as provided in the Contract Documents and the Agreement. In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable Architect/Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be the same as that of the former Architect/Engineer.

# ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION

#### A. DECISIONS

The Architect/Engineer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents, and in the exercise of due diligence shall be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

#### B. JUDGMENTS

The Architect/Engineer is, in the first instance, the judge of the performance required by the Contract Documents as it relates to compliance with the Drawings and Specifications and quality of Workmanship and materials.

The Architect/Engineer shall make judgments regarding whether directed Work is extra or outside the scope of Work required by the Contract Documents at the time such direction is first given. If, in the Contractor's judgment, any performance directed by the Architect/Engineer is not required by the Contract Documents or if the Architect/Engineer does not make the judgment required, it shall be a condition precedent to the filing of any claim for additional cost related to such directed Work that the Contractor, before performing such Work, shall first obtain in writing, the Architect/Engineer's written decision that such directed Work is included in the performance required by the Contract Documents. If the Architect/Engineer's direction to perform the Work does not state that the Work is within the performance required by the Contract Documents, the Contractor shall, in writing, request the Architect/Engineer to advise in writing whether the directed Work will be considered extra Work or Work included in the performance required by the Contract Documents.

The Architect/Engineer shall respond to any such written request for such a decision within three (3) business days and if no response is provided, or if the Architect/Engineer's written decision is to the effect that the Work is included in the performance required by the Contract Documents, the Contractor may file with the Principal Representative and the Architect/Engineer a Notice of claim in accordance with Article 36, Claims. Whether or not a Notice of claim is filed, the Contractor shall proceed with the ordered Work. Disagreement with the decision of the Architect/Engineer shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance.

#### C. ACCESS TO WORK

The Architect/Engineer, the Principal Representative and representatives of State Buildings Program shall at all times have access to the Work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.

#### D. INSPECTION

The Architect/Engineer has agreed to make, or that structural, mechanical, electrical engineers or other consultants will make, periodic visits to the site to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

Without in any way meaning to be exclusive or to limit the responsibilities of the Architect/Engineer or the Contractor, the Architect/Engineer has agreed to observe, among other aspects of the Work, the following for compliance with the Contract Documents:

- 1. Compaction testing reports based upon the findings and recommendations of the Principal Representative's testing consultant;
- 2. Bearing surfaces of excavations before concrete is placed based upon the findings and recommendations of the Principal Representative's soils engineering consultant;
- 3. Reinforcing steel after installation and before concrete is poured;
- 4. Structural concrete;
- 5. Laboratory reports on all concrete testing based upon the findings and recommendations of the Principal Representative's testing consultant;
- 6. Structural steel during and after erection and prior to its being covered or enclosed;
- 7. Steel welding; Principal Representative will furnish steel welding inspection consultant/agency if required or necessary for the project;
- 8. Mechanical and plumbing Work following its installation and prior to its being covered or enclosed;
- 9. Electrical Work following its installation and prior to its being covered or enclosed; and
- 10. Any special or quality control testing required in the Contract Documents provided by the Principal Representative's testing consultant.

If the Specifications, the Architect/Engineer's instructions, laws, ordinances of any public authority require any Work to be specifically tested or approved, the Contractor shall give the Principal Representative, Architect/Engineer and appropriate testing agency (if necessary) timely notice of its readiness for observation by the Architect/Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. The Contractor shall give all required Notices to the Principal Representative or his or her designee for inspections required for the building inspection program. It shall be the responsibility of the Contractor to determine the Notice required by the State pursuant to Building Inspection Record for the Project, according to State form SBP-B.I.R., or the equivalent form required by the Principal Representative as approved by the State Buildings Program. If any portion of the Work should be covered contrary to the reasonable request of the Architect/Engineer, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for its observation and shall be replaced at the Contractor's expense.

If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it's being covered, it may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Amendment or Change Order, be charged to the Principal Representative. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Principal Representative or a separate Contractor as provided in Article 18, in which event, the Principal Representative shall be responsible for the payment of such costs.

# ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

The Contractor shall employ, and keep present on the Project during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer and the Principal Representative. The superintendent shall not be changed except with the consent of the Architect/Engineer and the Principal Representative, unless the superintendent proves to be unsatisfactory to the Project Manager/Contractor and ceases to be in his or her employ. The superintendent shall represent the Project Manager/Contractor in his or her absence and all directions given to the superintendent shall be as binding as if given to the Project Manager/Contractor. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Project Manager/Contractor.

The Contractor shall give efficient supervision to the Work, using his or her best skill and attention. He or she shall carefully study and compare all Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which he or she may discover in writing to the Architect/Engineer. The Contractor shall not be liable to the Principal Representative for damage to the extent it results from errors or deficiencies in the Contract Documents or other instructions by the Architect/Engineer, unless the Contractor knew or had reason to know, that damage would result by proceeding and the Contractor fails to so advise the Architect/Engineer.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a uniform, thorough and first-class manner in every respect. The Contractor's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor's Work. The Contractor shall lay out all Work in a manner satisfactory to the Architect/Engineer, making permanent records of all lines and levels required for excavation, grading, foundations, and for all other parts of the Work.

# ARTICLE 8. MATERIALS AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be first class and of uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor is fully responsible for all acts and omissions of the Contractor's employees and shall at all times enforce strict discipline and good order among employees on the site. The Contractor shall not employ on the Work any person reasonably deemed unfit by the Principal Representative or anyone not skilled in the Work assigned to him.

#### ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

#### A. SURVEYS

The Principal Representative shall furnish all surveys, property lines and bench marks deemed necessary by the Architect/Engineer, unless otherwise specified.

#### B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Program requires each Principal Representative to administer a building code inspection program, the implementation of which may vary at each agency

or institution of the State. The Contractors' employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building's Programs. The Contractor shall obtain and pay for such permits.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

#### C. TAXES

1. Refund of Sales and Use Taxes

The Contractor shall pay all local taxes required to be paid, including but not necessarily limited to all sales and use taxes. If requested by the Principal Representative prior to issuance of the Notice to Proceed or directed in the Supplementary General Conditions or the Specifications, the Contractor shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Contractor, and the Contractor shall furnish such data as may be necessary to enable the State of Colorado, acting by and through the Principal Representative, to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes. When so requested or directed, the Contractor shall require Subcontractors at all tiers to pay all local sales and use taxes required to be paid and to maintain records and furnish the Contractors. No State sales and use taxes are to be paid on material to be used in this Project. On application by the purchaser or seller, the Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per C.R.S. § 39-26-703(2)(b), and C.R.S. § 39-26-708.

2. Federal Taxes

The Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from the proposal. The Principal Representative will furnish the Contractor, on request exemption certificates.

#### D. LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that the Drawings or Specifications require Work which is at variance therewith, the Contractor shall without delay notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in Article 35, Changes In The Work.

The Contractor shall bear all costs arising from the performance of Work required by the Drawings or Specifications that the Contractor knows to be contrary to such laws, ordinances, rules or regulations, if such Work is performed without giving Notice to the Architect/Engineer.

# ARTICLE 10. PROTECTION OF WORK AND PROPERTY

A. GENERAL PROVISIONS

The Contractor shall continuously maintain adequate protection of all Work and materials, protect the property from injury or loss arising in connection with this Contract and adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall make good any damage, injury or loss, except to the extent:

- 1. Directly due to errors in the Contract Documents;
- 2. Caused by agents or employees of the Principal Representative; and,
- 3. Due to causes beyond the Contractor's control and not to fault or negligence; provided such damage, injury or loss would not be covered by the insurance required to be carried by the Contractor;

#### B. SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of this Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Contractor shall not permit open fires within the building enclosure. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

The Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles.

#### C. EMERGENCIES

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor without special instruction or authorization from the Architect/Engineer or Principal Representative, is hereby permitted to act, at his or her discretion, to prevent such threatened loss or injury; and he or she shall so act, without appeal, if so authorized or instructed. Provided the Contractor has no responsibilities for the emergency, if the Contractor incurs additional cost not otherwise recoverable from insurance or others on account of any such emergency Work, the Contract sum shall be equitably adjusted in accordance with Article 35, Changes In The Work.

#### ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep on the job site one copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or Samples, and as-built drawings. As-built drawings shall be updated weekly by the Contractor and Subcontractors to reflect actual constructed conditions including dimensioned locations of underground Work and the Contractor's failure to maintain such updates may be grounds to withhold portions of payments otherwise due in accordance with Article 33, Payments Withheld. All such documents shall be available to the Architect/Engineer and representatives of the State. In addition, the Contractor shall keep on the job site one copy of all approved addenda, Change Orders and requests for information issued for the Work.

The Contractor shall develop procedures to insure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Shop Drawing and Product Data submittal log, and a Sample submittal log to record the status of all necessary and required submittals.

#### ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

A. REQUESTS FOR INFORMATION

The Architect/Engineer shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and

instructions shall be consistent with the Contract Documents and reasonably inferable there from. The Architect/Engineer shall determine what additional instructions or drawings are necessary for the proper execution of the Work.

The Work shall be executed in conformity with such instructions and the Contractor shall do no Work without proper drawings, specifications or instructions. If the Contractor believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Contractor shall give Notice of such need in writing through a request for information furnished to the Architect/Engineer sufficiently in advance of the need for such additional instructions, specifications or drawings to avoid delay and to allow the Architect/Engineer a reasonable time to respond. The Contractor shall maintain a log of the requests for information and the responses provided.

#### B. SCHEDULES

1. Submittal Schedules

Prior to filing the Contractor's first application for payment, a schedule shall be prepared which may be preliminary to the extent required, fixing the dates for the submission and initial review of required Shop Drawings, Product Data and Samples for the beginning of manufacture and installation of materials, and for the completion of the various parts of the Work. It shall be prepared so as to cause no delay in the Work or in the Work of any other contractor. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval by the Architect/Engineer. It shall fix the dates at which the various Shop Drawings Product Data and Samples will be required from the Architect/Engineer. The Architect/Engineer, after review and agreement as to the time provided for initial review, shall review and comment on the Shop Drawings, Product Data and Samples in accordance with that schedule. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture or installation.

At the time the schedule is prepared, the Contractor, the Architect/Engineer and Principal Representative shall jointly identify the Shop Drawing, Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Architect/Engineer for the purposes of owner coordination with existing facility standards and systems. The Contractor shall furnish a copy for the Principal Representative when so requested. Transmittal of Shop Drawings and Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

The Contractor may also, or at the direction of the Principal Representative at any time shall, prepare and maintain a schedule, which may also be preliminary and subject to change to the extent required, fixing the dates for the initial responses to requests for information or for detail drawings which will be required from the Architect/Engineer to allow the beginning of manufacture, installation of materials and for the completion of the various parts of the Work. The schedule shall be subject to review and approval by the Architect/Engineer. The Architect/Engineer shall, after review and agreement, furnish responses and detail drawings in accordance with that schedule. Any such schedule shall be prepared and approved in time to avoid delay, considering reasonable periods for review, manufacture or installation, but so long as the request for information schedule is being maintained, it shall not be deemed to transfer responsibility to the Contractor for errors or omissions in the Contract Documents where circumstances make timely review and performance impossible.

The Architect/Engineer shall not unreasonably withhold approval of the Contractor's schedules and shall inform the Contractor and the Principal Representative of the basis of any refusal to agree to the Contractor's schedules. The Principal Representative shall attempt to resolve any disagreements.

2. Schedule of Values

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

The total cost of each line item so separately identified shall, when requested by the Architect/Engineer or the Principal Representative, be broken down into reasonable estimates of the value of:

- a. Material, which shall include the cost of material actually built into the Project plus any local sales or use tax paid thereon; and,
- b. Labor and other costs.

The cost of subcontracts shall be incorporated in the Contractor's schedule of values, and when requested by the Architect/Engineer or the Principal Representative, shall be separately shown as line items.

The Architect/Engineer shall review the proposed schedules and approve it after consultation with the Principal Representative, or advise the Contractor of any required revisions within ten (10) days of its receipt. In the event no action is taken on the submittal within ten days, the Contractor may utilize the schedule of values as its submittal for payment until it is approved or until revisions are requested.

When the Architect/Engineer deems it appropriate to facilitate certification of the amounts due to the Contractor, further breakdown of subcontracts, including breakdown by labor and materials, may be directed.

This schedule of values, when approved, will be used in preparing Contractor's applications for payment on State Form SC-7.2, Application for Payment.

#### 3. Construction Schedules

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and the Principal Representative, and to the State Buildings Program when specifically requested, on a form acceptable to them, an overall timetable of the construction schedule for the Project. Unless the Supplementary General Conditions or the Specifications allow scheduling with bar charts or other less sophisticated scheduling tools, the Contractor's schedule shall be a critical-path method (CPM) construction schedule. The CPM schedule shall start with the date of the Notice to Proceed and include submittals activities, the various construction activities, change order Work (when applicable), close-out, testing, demonstration of equipment operation when called for in the Specifications, and acceptance. The CPM schedule shall at a minimum correlate to the schedule of values line items and shall be cost loaded if requested by the Architect/Engineer or Principal Representative. The completion time shall be the time specified in the Agreement and all Project scheduling shall allocate float utilizing the full period available for construction as specified in the Agreement on State Form SC 6.13, without indication of early completion, unless such earlier completion is approved in writing by the Principal Representative and State Building Programs.

The time shown between the starting and completion dates of the various elements within the construction schedule shall represent one hundred per cent (100%) completion of each element.

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Contractor's "Work in place" progress.

When requested by the Architect/Engineer, the Principal Representative or the State Buildings Program, the Contractor shall revise the construction schedule to reflect changes in the schedule of values.

When the testing of materials is required by the Specifications, the Contractor shall also prepare and submit to the Architect/Engineer and the Principal Representative a schedule for testing in accordance with Article 14, Samples and Testing.

#### ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

#### A. SUBMITTAL PROCESS

The Contractor shall check and field verify all dimensions. The Contractor shall check, approve and submit to the Architect/Engineer in accordance with the schedule described in Article 12, Requests for Information and Schedules, all Shop Drawings, Product Data and Samples required by the specifications or required by the Contractor for the Work of the various trades. All Drawings and Product Data shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures. The number of copies of Shop Drawings and Product Data to be submitted shall be as specified in the Specifications and if no number is specified then three copies shall be submitted.

The Architect/Engineer shall review and comment on the Shop Drawings and Product Data within the time provided in the agreed upon schedule for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The nature of all corrections to be made to the Shop Drawings and Product Data, if any, shall be clearly noted, and the submittals shall be returned to the Contractor for such corrections. If a change in the scope of the Work is intended by revisions requested to any Shop Drawings and Product Data, the Contractor shall be requested to prepare a change proposal in accordance with Article 35, Changes In The Work. On resubmitted Shop Drawings, Product Data or Samples, the Contractor shall direct specific attention in writing on the transmittal cover to revisions other than those corrections requested by the Architect/Engineer on any previously checked submittal. The Architect/Engineer shall promptly review and comment on, and return, the resubmitted items.

The Contractor shall thereafter furnish such other copies in the form approved by the Architect/Engineer as may be needed for the prosecution of the Work.

#### B. FABRICATION AND ORDERING

Fabrication shall be started by the Contractor only after receiving approved Shop Drawings from the Architect/Engineer. Materials shall be ordered in accordance with approved Product Data. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, will not be acceptable.

#### C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS

The review and comments of the Architect/Engineer of Shop Drawings, Product Data or Samples shall not relieve the Contractor from responsibility for deviations from the Drawings or Specifications, unless he or she has in writing called the attention of the Architect/Engineer to such deviations at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or Product Data. Review and comments on Shop Drawings or Product Data containing identified deviations from the Contract Documents shall not be the basis for a Change Order or a claim based on a change in the scope of the Work unless Notice is given to the Architect/Engineer and Principal Representative of all additional costs, time and other impacts of the identified deviation by bring it to their attention in writing at the time the submittals are made, and any subsequent change in the Contract sum or the Contract time shall be limited to cost, time and impacts so identified.

#### D. CONTRACTOR REPRESENTATIONS

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

#### ARTICLE 14. SAMPLES AND TESTING

#### A. SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in his or her Work or in that of any other Contractor, all Samples as directed by the Architect/Engineer. The Architect/Engineer shall check and approve such Samples, with reasonable promptness, but only for conformance with the design intent of the Contract Documents and the Project, and for compliance with any submission requirements given in the Contract Documents.

#### B. TESTING - GENERAL

The Contractor shall provide such equipment and facilities as the Architect/Engineer may require for conducting field tests and for collecting and forwarding samples to be tested. Samples themselves shall not be incorporated into the Work after approval without the permission of the Architect/Engineer.

All materials or equipment proposed to be used may be tested at any time during their preparation or use. The Contractor shall furnish the required samples without charge and shall give sufficient Notice of the placing of orders to permit the testing thereof. Products may be sampled either prior to shipment or after being received at the site of the Work.

Tests shall be made by an accredited testing laboratory. Except as otherwise provided in the Specifications, sampling and testing of all materials, and the laboratory methods and testing equipment, shall be in accordance with the latest standards and tentative methods of the American Society of Testing Materials (ASTM). The cost of testing which is in addition to the requirements of the Specifications shall be paid by the Contractor if so directed by the Architect/Engineer, and the Contract sum shall be adjusted accordingly by Change Order; provided however, that whenever testing shows portions of the Work to be deficient, all costs of testing including that required to verify the adequacy of repair or replacement Work shall be the responsibility of the Contractor.

#### C. TESTING - CONCRETE AND SOILS

Unless otherwise specified or provided elsewhere in the Contract Documents, the Principal Representative will contract for and pay for the testing of concrete and for soils compaction testing through an independent laboratory or laboratories selected and approved by the Principal Representative. The Contractor shall assume the responsibility of arranging, scheduling and coordinating the concrete sample collection efforts and soils compaction efforts in an efficient and cost effective manner. Testing shall be performed in accordance with the requirements of the Specifications, and if no requirements are specified, the Contractor shall request instructions and testing shall be as directed by the Architect/Engineer or the soils engineer, as applicable, and in accordance with standard industry practices.

The Principal Representative and the Architect/Engineer shall be given reasonable advance notice of each concrete pour and reserve the right to either increase or decrease the number of cylinders or the frequency of tests.

Soil compaction testing shall be at random locations selected by the soils engineer. In general, soils compaction testing shall be as directed by the soils engineer and shall include all substrate prior to backfill or construction.

D. TESTING - OTHER

Additional testing required by the Specifications will be accomplished and paid for by the Principal Representative in a manner similar to that for concrete and soils unless noted otherwise in the Specifications. In any case, the Contractor will be responsible for arranging, scheduling and coordinating additional tests. Where the additional testing will be contracted and paid for by the Principal Representative the Contractor shall give the Principal Representative not less than one-month advance written Notice of the date the first such test will be required.

#### ARTICLE 15. SUBCONTRACTS

# A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

After the contract is awarded, Contractor is required to provide written notice to the Principal Representative no later than twenty (20) days after deciding to perform services under this contract outside the United States or Colorado or to subcontract services under this contract to a subcontractor that will perform such services outside the United States or Colorado. The written notification must include, but need not be limited to, a statement of the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform the services. All notices received by the State pursuant to outsourced services shall be posted on the Colorado Department of Personnel & Administration's website. If Contractor knowingly fails to notify the Principal Representative of any outsourced services as specified herein, the Principal Representative, at its discretion, may terminate this contract as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education (Does not apply to any project that receives federal moneys)

#### B. SUBCONTRACTOR LIST

Prior to the Notice to Proceed to commence construction, the Contractor shall submit to the Architect/Engineer, the Principal Representative and State Buildings Program a preliminary list of Subcontractors. It shall be as complete as possible at the time, showing all known Subcontractors planned for the Work. The list shall be supplemented as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Architect/Engineer, the Principal Representative and State Buildings Program not less than ten (10) days before the Subcontractor commences Work.

#### C. SUBCONTRACTOR SUBSTITUTIONS

The Contractor's list shall include those Subcontractors, if any, which the Contractor indicated in its bid, would be employed for specific portions of the Work if such indication was requested in the bid documents issued by the State. The substitution of any Subcontractor listed in the Contractor's bid shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed to commence construction, and shall be subject to the approval of the Principal Representative. For reasons such as the Subcontractor's refusal to perform as agreed, subsequent unavailability or later discovered bid errors, or other similar reasons, but not including the availability of a lower Subcontract price, such substitution may be approved. The Contractor shall bear any additional cost incurred by such substitutions.

#### D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Program. If a Subcontractor is deemed unacceptable, the Contractor shall propose a

substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor's bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the Work proposed.

The Contractor shall be fully responsible to the Principal Representative for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to Work to be done by Subcontractors shall be given to the Contractor.

#### ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation insurance as provided in Article 25, Insurance.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship whatsoever between any Subcontractor and the State of Colorado acting by and through its Principal Representative.

# ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon due Notice, to settle with such contractor by agreement, if he or she will so settle. If such separate contractor sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the Contractor, who shall defend such proceedings if requested to do so by Principal Representative. If any judgment against the Principal Representative arises there from, the Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

#### ARTICLE 18. SEPARATE CONTRACTS

The Principal Representative reserves the right to enter into other contracts in connection with the Project or the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his or her Work with theirs. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Architect/Engineer any defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of Work, except as to defects which may develop in the other Contractor's Work after the execution of the Contractor's Work.

To insure the proper execution of subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Architect/Engineer any discrepancy between the executed Work and the Drawings.

#### ARTICLE 19. USE OF PREMISES

The Contractor shall confine apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits and any limits lines shown on the Drawings. The Contractor shall not unreasonably encumber the premises with materials.

The Contractor shall enforce all of the Architect/Engineer's instructions and prohibitions regarding, without limitation, such matters as signs, advertisements, fires and smoking.

# ARTICLE 20. CUTTING, FITTING OR PATCHING

The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or

reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted Work as the Architect/Engineer may direct. The Contractor shall not endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work of any other Contractor save with the consent of the Architect/Engineer.

# ARTICLE 21. UTILITIES

# A. TEMPORARY UTILITIES

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the other Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

#### B. PROTECTION OF EXISTING UTILITIES

Where existing utilities, such as water mains, sanitary sewers, storm sewers and electrical conduits, are shown on the Drawings, the Contractor shall be responsible for the protection thereof, without regard to whether any such utilities are to be relocated or removed as a part of the Work. If any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same.

#### C. CROSSING OF UTILITIES

When new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, the Contractor shall secure proper written permission before executing such new construction. The Contractor will be required to furnish a proper release before final acceptance of the Work.

# ARTICLE 22. UNSUITABLE CONDITIONS

The Contractor shall not Work at any time, or permit any Work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any cost caused by ill-timed Work shall be borne by the Contractor unless the timing of such Work shall have been directed by the Architect/Engineer or the Principal Representative, after the award of the Contract, and the Contractor provided Notice of any additional cost.

# ARTICLE 23. TEMPORARY FACILITIES

- A. OFFICE FACILITIES The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for its own use and the use of the Architect/Engineer, representatives of the Principal Representative and State Buildings Program.
- B. TEMPORARY HEAT

The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If the Contractor desires to put the permanent system into use, in whole or in part, the Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent

HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve the Contractor of his or her one-year guarantee of the system from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, the Contractor shall provide manufacturers' extended warranties from the date of the Contractor's use prior to the date of the Notice of Substantial Completion.

#### C. WEATHER PROTECTION

The Contractor shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages.

#### D. DUST PARTITIONS

If the Work involves Work in an occupied existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

# E. BENCH MARKS

The Contractor shall maintain any site bench marks provided by the Principal Representative and shall establish any additional benchmarks specified by the Architect/Engineer as necessary for the Contractor to layout the Work and ascertain all grades and levels as needed.

# F. SIGN

The Contractor shall erect and permit one 4' x 8' sign only at the site to identify the Project as specified or directed by the Architect/Engineer which shall be maintained in good condition during the life of the Project.

# G. SANITARY PROVISION

The Contractor shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project. When the Project is complete the Contractor shall promptly remove them from the site, disinfect, and clean or treat the areas as required. If any new construction surfaces in the Project other than the toilet facilities provided for herein are soiled at any time, the entire areas so soiled shall be completely removed from the Project and rebuilt. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of any contractor.

# ARTICLE 24. CLEANING UP

The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the Work clean unless more exact requirements are specified.

# ARTICLE 25. INSURANCE

#### A. GENERAL

The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Contractor shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Program within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

#### B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- 1. Per project general aggregate (CG 25 03 or similar)
- Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
- 3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- 4. A waiver of Subrogation in favor of all Additional Insured parties.
- 5. Personal Injury Liability
- 6. Contractual Liability coverage to support indemnification obligation per Article 53.I
- 7. Explosion, collapse and underground (xcu)

The following exclusionary endorsements are prohibited in the CGL policy:

- 1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
- 2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
- 3. If applicable to the Work to be performed: Residential or multi-family
- 4. If applicable to the Work to be performed: Exterior insulation finish systems
- 5. If applicable to the Work to be performed: Subsidence or Earth Movement

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):

\$1,000,000 each accident

Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous Work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):

The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	\$5,000,000
Aggregate	\$5,000,000

#### F. BUILDER'S RISK INSURANCE

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than \$1,000,000), the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

This insurance shall include interests of the Owner, the Contractor, Subcontractors and Subsubcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).

Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false Work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by Owner.

The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request, the amount of such insurance shall be increased to include the cost of any additional Work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as

his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

The Principal Representative, with approval of the State Controller, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured Work.

#### G. POLLUTION LIABILITY INSURANCE

If Contractor is providing directly or indirectly Work with pollution/environmental hazards, the Contractor must provide or cause those conducting the Work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

#### H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS

Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

- 1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
- 2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative and State Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
- 3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Principal Representative;
- 4. Receipt, review or acceptance by the Principal Representative of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

#### ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as State Buildings Program may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with State Buildings Program.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State Buildings Program within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

#### ARTICLE 27. LABOR AND WAGES

A. In accordance with laws of Colorado, C.R.S. § 8-17-101(1), as amended, Colorado labor shall be employed to perform at least eighty percent of the Work.

- B. In accordance with laws of Colorado, C.R.S. § 24-92 Part 2, if prevailing wage rates are applicable to this project:
  - 1. The contractor shall in conspicuous places on the project post an owner provided poster with the current prevailing rate of payments as provided in the project solicitation.
    - a. A contractor who fails to comply shall be deemed guilty of a class 3 misdemeanor and shall pay the State one hundred dollars (\$100) for each calendar day of noncompliance as determined by the State.
  - 2. The contractor and any subcontractors shall pay all the employees employed directly on the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the competitive solicitation, regardless of any contractual relationships that may be alleged to exist between the contractor or subcontractor and the employees.
  - 3. The contractor and any subcontractors shall prepare and submit payroll reports to the State on a monthly basis that disclose all relevant payroll information, including the name and address of any entities to which fringe benefits are paid.
  - 4. The contractor and any subcontractors shall maintain on the site where public projects are being constructed a daily log of employees employed each day on the public project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer, and shall be kept on a form prescribed by the director. The log shall be available for inspection on the site at all times by the State.
  - 5. If the contractor or any subcontractor fails to pay wages as are required by the contract, the State shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the State evidence satisfactory to such agency of government that such wages have been paid; except that the State shall approve and pay any portion of a warrant or demand for payment to the contractor to the extent the State has been furnished satisfactory evidence that the contractor or one or more subcontractors has paid such wages required by the contract, The contractor or subcontractor may use the following procedure in order to satisfy the requirements of this section:
    - a. The contractor or subcontractor may submit to the State, for each employee to whom such wages are due, a check payable to that employee or to the State so it is negotiable by either party. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that employee by the contract and the wages actually paid by the contractor or subcontractor.
    - b. If any check submitted cannot be delivered to the employee within a reasonable period, then it shall be negotiated by the State and the proceeds deposited in the unclaimed property trust fund created in section 38-13-116.6. Nothing in this subsection (1) shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any employee to whom wages are due.

# ARTICLE 28. ROYALTIES AND PATENTS

The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or

defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

#### ARTICLE 29. ASSIGNMENT

Except as otherwise provided hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by C.R.S. § 4-9-406, et. seq., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract, whether said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.

# ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE

The Contractor shall promptly remove from the premises all Work or materials condemned or declared irreparably defective as failing to conform to the Contract Documents on receipt of written Notice from the Architect/Engineer or the Principal Representative, whether incorporated in the Work or not. If such materials shall have been incorporated in the Work, or if any unsatisfactory Work is discovered, the Contractor shall promptly replace and re-execute his or her Work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all Work of other contractors destroyed or damaged by the removal or replacement of such defective material or Work.

Should any defective Work or material be discovered during the process of construction, or should reasonable doubt arise as to whether certain material or Work is in accordance with the Contract Documents, the value of such defective or questionable material or Work shall not be included in any application for payment, or if previously included, shall be deducted by the Architect/Engineer from the next application submitted by the Contractor.

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the Architect/Engineer from the Contractor's next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Contract sum by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes In The Work.

If the Contractor does not remove such condemned or irreparably defective Work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor's expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days' written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Contractor shall show good

cause in conjunction with submittal of a revised CPM schedule showing when the Work will be performed and why such removal of condemned Work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned Work.

If the Contractor disagrees with the Notice to remove Work or materials condemned or declared irreparably defective, the Contractor may request facilitated negotiation of the issue and the Principal Representative's right to proceed with removal and to deduct costs and expenses of repair shall be suspended and tolled until such time as the parties meet and negotiate the issue

During construction, whenever the Architect/Engineer has advised the Contractor in writing, in the Specifications, by reference to Article 6, Architect/Engineer Decisions and Judgments, of these General Conditions or elsewhere in the Contract Documents of a need to observe materials in place prior to their being permanently covered up, it shall be the Contractor's responsibility to notify the Architect/Engineer at least forty-eight (48) hours in advance of such covering operation. If the Contractor fails to provide such notification, Contractor shall, at his or her expense, uncover such portions of the Work as required by the Architect/Engineer for observation, and reinstall such covering after observation. When a covering operation is continued from day to day, notification of the commencement of a single continuing covering operation shall suffice for the activity specified so long as it proceeds regularly and without interruption from day to day, in which event the Contractor shall coordinate with the Architect/Engineer regarding the continuing covering operation.

# ARTICLE 31. APPLICATIONS FOR PAYMENTS

# A. CONTRACTOR'S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the Work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of application for payments that have been certified by the Architect/Engineer. The Contractor shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Certificate for Contractor's Payment, or such other format as the State Buildings Program shall approve, in an itemized format in accordance with the schedule of values or a cost loaded CPM schedule when required, supported to the extent reasonably required by the Architect/Engineer or the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of the Contractor's right to payments as the Architect/Engineer or Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error.

#### B. ARCHITECT/ENGINEER CERTIFICATION

In accordance with the Architect/Engineer's agreement with the Principal Representative, the Architect/Engineer after appropriate observation of the progress of the Work shall certify to the Principal Representative the amount that the Contractor is entitled to, and forward the application to the Principal Representative. If the Architect/Engineer certifies an amount different from the amount requested or otherwise alters the Contractor's application for payment, a copy shall be forwarded to the Contractor.

If the Architect/Engineer is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer shall advise the Contractor of the

deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer may either certify the remaining amounts properly supported to which the Contractor is entitled, or return the application for payment to the Contractor for revision with a written explanation as to why it could not be certified.

#### C. RETAINAGE WITHHELD

Unless otherwise provided in the Supplementary General Conditions, an amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the Work required by the Contract has been performed. The withheld percentage of the contract price of any such Work, improvement, or construction shall be administered according to C.R.S. § 24-91-103, as amended, and C.R.S. § 38-26-107, as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

#### D. RELEASE OF RETAINAGE

The Contractor may, for satisfactory and substantial reasons shown to the Principal Representative's satisfaction, make a written request to the Principal Representative and the Architect/Engineer for release of part or all of the withheld percentage applicable to the Work of a Subcontractor which has completed the subcontracted Work in a manner finally acceptable to the Architect/Engineer, the Contractor, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Contractor's bonds and any surety that has provided a bond for the Subcontractor. The release of any such withheld percentage shall be further supported by such other evidence as the Architect/Engineer or the Principal Representative may require, including but not limited to, evidence of prior payments made to the Subcontractor, copies of the Subcontractor's contract with the Contractor, any applicable warranties, as-built information, maintenance manuals and other customary close-out documentation. Neither the Principal Representative nor the Architect Engineer shall be obligated to review such documentation nor shall they be deemed to assume any obligations to third parties by any review undertaken.

The Contractor's obligation under these General Conditions to guarantee Work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release; unless a Notice of Partial Substantial Completion is issued for the Work subject to the release of retainage.

Any rights of the Principal Representative which might be terminated by or from the date of any final acceptance of the Work, whether at common law or by the terms of this Contract, shall not be affected by such partial release of retainage prior to any final acceptance of the entire Project.

The Contractor remains fully responsible for the Subcontractor's Work and assumes any risk that might arise by virtue of the partial release to the Subcontractor of the withheld percentage, including the risk that the Subcontractor may not have fully paid for all materials, labor and equipment furnished to the Project.

If the Principal Representative considers the Contractor's request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor 's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

# ARTICLE 32. CERTIFICATES FOR PAYMENTS

State Form SBP-7.2, Certificate For Contractor's Payment, and its continuation detail sheets, when submitted, shall constitute the Certificate of Contractor's Application for Payment, and shall be a representation by the

Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative the Certificate of Contractor's Application for Payment shall be sworn under oath and notarized.

# ARTICLE 33. PAYMENTS WITHHELD

The Architect/Engineer, the Principal Representative or State Buildings Program may withhold, or on account of subsequently discovered evidence nullify, the whole or any part of any application on account of, but not limited to any of the following:

- 1. Defective Work not remedied;
- 2. Claims filed or reasonable evidence indicating probable filing of claims;
- 3. Failure of the Contractor to make payments to Subcontractors for material or labor;
- 4. A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
- 5. Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;
- 6. Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;
- 7. Failure to submit a monthly construction schedule;
- 8. Failure of the Contractor to keep Work progressing in accordance with the time schedule;
- 9. Failure to keep a superintendent on the Work;
- 10. Failure to maintain as built drawings of the Work in progress;
- 11. Unauthorized deviations by the Contractor from the Contract Documents; or
- 12. On account of liquidated damages.

In addition, the Architect Engineer, Principal Representative or State Buildings Program may withhold or nullify the whole or any part of any application for any reason noted elsewhere in these General Conditions of the Contractor's Design/Bid/Build Agreement. Nullification shall mean reduction of amounts shown as previously paid on the application. The amount withheld or nullified may be in such amount as the Architect/Engineer or the Principal Representative estimates to be required to allow the State to accomplish the Work, cure the failure and cover any damages or injuries, including an allowance for attorneys' fees and costs where appropriate. When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld or nullified on such grounds.

# ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Engineer and the Principal Representative deem it inexpedient to correct Work damaged or not performed in accordance with the Contract Documents, the Principal Representative may, after consultation with the Architect/Engineer and ten (10) days' Notice to the Contractor of intent to do so, make reasonable reductions from the amounts otherwise due the Contractor on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Contractor may during this period correct or perform the Work. If the Contractor does not correct or perform the Work, an equitable deduction from the Contract sum shall be made by Change Order, in accordance with Article 35, Changes in The Work, unilaterally if necessary. If either party elects' facilitation of this issue after Notice is given, the ten-day (10) notice period shall be extended and tolled until facilitation has occurred.

# ARTICLE 35. CHANGES IN THE WORK

The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of

time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts, which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.

The Architect/Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra Work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Program, and the State Controller prior to proceeding with the changed Work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Program as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Contract sum being later adjusted to decrease the Contract sum by any unallocated or unexpended amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.

#### A. THE VALUE OF CHANGED WORK

- 1. The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:
  - a. By estimate and acceptance of a lump-sum amount;
  - b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
  - c. By actual cost plus a fixed fee in a lump sum amount for profit, overhead and all indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.
- 2. Where the Contractor and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Architect/Engineer. The value of the change in the Work shall be the Principal Representative's determination of the amount of equitable adjustment attributable to the extra Work or change. The Principal Representative's determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.
- 3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

#### B. DETAILED BREAKDOWN

In all cases where the value of the extra or changed Work is not known based on unit prices in the Contractor's bid or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the State Buildings Program approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.

Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Architect/Engineer or the Principal Representative:

- 1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors' Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).
- 2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.

- 3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change; provided however that additional cost of on-site superintendence shall be allowable whenever in the opinion of the Architect/Engineer the impact of multiple change requests to be concurrently performed will result in inadequate levels of supervision to assure a proper result unless additional superintendence is provided.
- 4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.
- 5. Workers' compensation costs, if not included in labor burden.
- 6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.
- 7. Overhead and profit, as hereafter specified.
- 8. Builder's risk insurance premium costs.
- 9. Bond premium costs.
- 10. Testing costs not otherwise excluded by these General Conditions.
- 11. Subcontract costs.

Unless modified in the Supplementary General Conditions, overhead and profit shall not exceed the percentages set forth in the table below.

	OVERHEAD	PROFIT	COMMISSION
To the Contractor or to Subcontractors for the portion of Work performed with their own forces:	10%	5%	0%
To the Contractor or to Subcontractors for Work performed by others at a tier immediately below either of them:	5%	0%	5%

Overhead shall include: a) insurance premium for policies not purchased for the Project and itemized above, b) home office costs for office management, administrative and supervisory personnel and assistants, c) estimating and change order preparation costs, d) incidental job burdens, e) legal costs, f) data processing costs, g) interest costs on capital, h) general office expenses except those attributable to increased rental expenses for temporary facilities, and all other indirect costs, but shall not include the Social Security tax and other direct labor burdens. The term "Work" as used in the proceeding table shall include labor, materials and equipment and the "Commission" shall include all costs and profit for carrying the subcontracted Work at the tiers below except direct costs as listed in items 1 through 11 above if any.

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

Except in the case of Change Orders or Emergency Field Change Orders agreed to on the basis of a lump sum amount or unit prices as described in paragraphs 35A1 and 35A2 above, The Value of Changed Work, the Contractor shall keep and present a correct and fully auditable account of the several items of cost, together with vouchers, receipts, time cards and other proof of costs incurred, summarized on a Change Order form (SC-6.31) using such format for supporting documentation as the Principal Representative and State Buildings Program approve. This requirement applies equally to Work done by Subcontractors. Only auditable costs shall be reimbursable on Change Orders where the value is determined on the basis of actual cost plus a fixed fee pursuant to paragraph 35A3 above,

or where unilaterally determined by the Principal Representative on the basis of an equitable adjustment in accordance with the Procurement Rules, as described above in Article 35A, The Value Of Changed Work.

Except for proposals for Work involving both additions and credits, changed Work shall be adjusted and considered separately for Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is directed to be omitted, and when reasonable to do so, the agreed adjustment shall be reflected on the schedule of values used for the next Contractor's application for payment.

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra Work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise or coordinate the Work of persons or firms separately contracted by the Principal Representative.

#### C. HAZARDOUS MATERIALS

- 1. The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.
- 2. In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as "hazardous substance", "hazardous waste", or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not therefore be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.

# 3. The contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.

#### D. EMERGENCY FIELD CHANGE ORDERED WORK

The Principal Representative, without invalidating the Agreement, and with the approval of State Buildings Program and without the approval of the State Controller, may order extra Work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay. Such changes in the Work may be directed through issuance of an Emergency Field Change Order signed by the Contractor, the Principal Representative (or by a designee specifically appointed to do so in writing), and approved by the Director of State Buildings Program or his or her delegate. The change shall be directed using an Emergency Field Change Order form (SC-6.31E).

If the amount of the adjustment of the Contract price and time for completion can be determined at the time of issuance of the Emergency Field Change Order, those adjustments shall be reflected on the face of the Emergency Field Change Order. Otherwise, the Emergency Field Change Order shall reflect a not to exceed (NTE) amount for any schedule adjustment (increasing or decreasing the time for completion) and an NTE amount for any adjustment to Contract sum, which NTE amount shall represent the maximum amount of adjustment to which the Contractor will be entitled, including direct and indirect costs of changed Work, as well as any direct or indirect costs attributable to delays, inefficiencies or other impacts arising out of the change. Emergency Field Change Orders directed in accordance with this provision need not bear the approval signatures of the State Controller.

On Emergency Field Change Orders where the price and schedule have not been finally determined, the Contractor shall submit final costs for adjustment as soon as practicable. No later than seven (7) days after issuance, except as otherwise permitted, and every seven days thereafter, the Contractor shall report all costs to the Principal Representative and the Architect/Engineer. The final adjustment of the Emergency Field Change Order amount and the adjustment to the Project time for completion shall be prepared on a normal Change Order from (SC-6.31) in accordance with the procedures described in Article 35A, The Value of Changed Work, and B, Detailed Breakdown, above. Unless otherwise provided in writing signed by the Director of State Buildings Program to the Principal Representative and the Contractor, describing the extent and limits of any greater authority, individual Emergency Field Change Orders shall not be issued for more than \$25,000, nor shall the cumulative value of Emergency Field Change Orders exceed an amount of \$100,000.

#### E. APPROPRIATION LIMITATIONS - C.R.S. § 24-91-103.6, as amended

The amount of money appropriated, as shown on the Contractor's Design/Bid/Build Agreement (SC 6.21), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Agreement (SC-6.21), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional Work; or (2) the Work is covered by a contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Architect/Engineer or the Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor's remedy shall be as described elsewhere in these General Conditions.

Written assurance shall be in the form of an Amendment to the Contract reciting the source and amount of such appropriation available for the Project. No remedy granting provision of this Contract shall obligate the Principal Representative to seek appropriations to cover costs in excess of the amounts recited as available to pay for the Work to be performed.

#### ARTICLE 36. CLAIMS

It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the

Contract as provided by the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

If the Contractor claims that any instructions, by detailed drawings, or otherwise, or any other act or omission of the Architect/Engineer or Principal Representative affecting the scope of the Contractor's Work, involve extra cost, extra time or changes in the scope of the Work under this Contract, the Contractor shall have the right to assert a claim for such costs or time, provided that before either proceeding to execute such Work (except in an emergency endangering life or property), or filing a Notice of claim, the Contractor shall have obtained or requested a written decision of the Architect/Engineer following the procedures as provided in Article 6A and B, Architect/Engineer Decisions and Judgments, respectively; provided, however, that in the case of a directed change in the Work pursuant to Article 35, no written judgment or decision of the Architect/Engineer is required. If the Contractor shall give Notice in accordance with Article 38, Delays and Extensions of Time.

Unless it is the Architect/Engineer's judgment and determination that the Work is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35.A.2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

The Contractor shall give the Principal Representative and the Architect/Engineer Notice of any claim promptly after the receipt of the Architect/Engineer's decision, but in no case later than three (3) business days after receipt of the Architect/Engineer's decision (or no later than ten (10) days from the date of the Contractor's request for a decision when the Architect/Engineer fails to decide as provided in Article 6). The Notice of claim shall state the grounds for the claim and the amount of the claim to the extent known in accordance with the procedures of Article 35, Changes in the Work. The period in which Notice must be given may be extended by the Principal Representative if requested in writing by the Contractor with good cause shown, but any such extension to be effective shall be in writing.

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor's Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor's claim is received within seven (7) business days of Contractor's Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. Except in the case of a deemed denial, the Principal Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

If the Contractor disagrees with the Principal Representative's judgment and determination on the claim and seeks an equitable adjustment of the Contract sum or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within ten (10) days of receipt of the Principal Representative's decision denying the claim. A "contract controversy," as such term is used in the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor's failure to proceed with Work directed by the Architect/Engineer or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) business days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. In the event of a denial the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education. If no decision regarding the contract controversy is issued within twenty (20) business days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), and the instructions have not been retracted or the alleged act or omission have not been corrected, it shall be deemed that the Principal Representative has ruled by denial on the contract controversy. Except in the case of a deemed denial, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

Either the Contractor or the Principal Representative may request facilitation of negotiations concerning the claim or the contract controversy, and if requested, the parties shall consult and negotiate before the Principal Representative decides the issue. Any request for facilitation by the Contractor shall be made at the time of the giving of Notice of the claim or Notice of the contract controversy. Facilitation shall extend the time for the Principal Representative to respond by commencing the applicable period at the completion of the facilitated negotiation, which shall be the last day of the parties' meeting, unless otherwise agreed in writing.

Disagreement with the decision of the Architect Engineer, or the decision of the Principal Representative to deny any claim or denying the contract controversy, shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance. During the period that any claim or contract controversy decision is pending under this Article 36, Claims, the Contractor shall proceed diligently with the Work directed.

In all cases where the Contractor proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Contractor shall keep a correct account of the extra cost, in accordance with Article 35B, Detailed Breakdown supported by receipts. The Principal Representative shall be entitled to reject any claim or contract controversy whenever the foregoing procedures are not followed and such accounts and receipts are not presented.

The payments to the Contractor in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Contractor made necessary by the change in the Work, plus a reasonable amount for overhead and profit, determined in accordance with Article 35B, Detailed Breakdown, determined solely with reference to the additional Work, if any, required by the change.

# ARTICLE 37. DIFFERING SITE CONDITIONS

#### A. NOTICE IN WRITING

The Contractor shall promptly, and where possible before conditions are disturbed, give the Architect/Engineer and the Principal Representative Notice in writing of:

- 1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,
- 2. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Architect/Engineer shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor 's costs of performance of

any part of the Work required by the Contract Documents, whether or not such Work is changed as a result of such conditions, an equitable adjustment shall be made and the Contract sum shall be modified in accordance with Article 35, Changes in the Work.

If the time required for completion of the Work affected by such materially differing conditions will extend the Work on the critical path as indicated on the CPM schedule, the time for completion shall also be equitably adjusted.

#### B. LIMITATIONS

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the Notice required in Article 37A, Notice in Writing, above. The time prescribed for presentation and adjustment in Articles 36, Claims and 38, Delays and Extensions of Time, shall be reasonably extended by the State to the extent required by the nature of the differing conditions; provided, however, that even when so extended no claim by the Contractor for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Contractor requests a final inspection pursuant to Article 41A, Notice Of Completion.

#### ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the State of Colorado or the Architect/Engineer, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, including weather delays as defined below, the time of Completion of the Work shall be extended for a period equal to such portion of the period of delays directly affecting the completion of the Work as the Contractor shall be able to show he or she could not have avoided by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Architect/Engineer, the Principal Representative and State Buildings Program within three (3) business days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) business days after the period of such delay has ceased, otherwise, any claim for an extension of time is waived.

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/ Engineer's failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail drawings or instructions or to review Shop Drawings, Product Data or Samples, Product Data or Samples.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Program as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes in The Work.

Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project's critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the Supplementary General Conditions or the Specifications to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor's CPM schedule. Where the circumstances make it indisputable in the opinion of the Architect/Engineer that

the delay affected the completion of the Work so directly that the additional notice of the schedule impact by reference to a CPM schedule was unnecessary, a reasonable extension of time may be granted.

Extension of the time for completion of the Work will be granted for delays due to weather conditions only when the Contractor demonstrates that such conditions were more severe and extended than those reflected by the ten-year average for the month, as evidenced by the Climatological Data, U. S. Department of Commerce, for the Project area.

Extensions of the time for completion of the Work due to weather will be granted on the basis of one and three tenths (1.3) calendar days for every day that the Contractor would have Worked but was unable to Work, with each separate extension figured to the nearest whole calendar day.

For weather delays and delays caused by events, acts or omissions not within the control of the Principal Representative or any person acting on the Principal Representative's behalf, the Contractor shall be entitled to an extension of time only and shall not be entitled to recovery of additional cost due to or resulting from such delays. This Article does not, however, preclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

#### ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

The Contractor and Principal Representative agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them or any decision of the Architect/Engineer. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed; provided, however, that either party may request the director of State Buildings Program to appoint such a person, who, if appointed, shall be accepted for this purpose by both the Contractor and the Principal Representative.

The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

Any dispute, claim, question or disagreement arising from or relating to the Contract or an alleged breach of the Contract may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

- 1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
- 2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
- 3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
- 4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;

- 5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;
- 6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available, including the Architect/Engineer;
- 7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
- 8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) this Article 39, Facilitated Negotiation, no more than three times during the course of the Project;
- 9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and the Principal Representative shall direct the Architect/Engineer to appropriately document any resolution or agreement reached and to execute any Amendment or Change Order to the Contract necessary to implement their agreement; and,
- 10. any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

In accordance with State Fiscal Rules and Article 52F, Choice of Law; No Arbitration, nothing in this Article 39 shall be deemed to call for arbitration or otherwise obligate the State to participate in any form of binding alternative dispute resolution.

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under \$500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 7 (Contractor's Agreement SC-6.21), Optional Provisions and Elections. When so modified, the references to the parties' right to elect facilitated negotiation elsewhere in these General Conditions shall be deleted.

# ARTICLE 40. RIGHT OF OCCUPANCY

The Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Contractor shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the Work.

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

# ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

A. NOTICE OF COMPLETION

When the Work, or a discrete physical portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is substantially complete and ready for final inspection, the Contractor shall file a written Notice with the Architect/Engineer that the Work, or such discrete physical portion, in the opinion of the Contractor, is substantially complete under the terms of the Contract. The Contractor shall prepare and submit with such Notice a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the

Architect/Engineer or the Principal Representative shall determine after inspection. If the Architect/Engineer or the Principal Representative believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, will prevent a determination that the Work is substantially complete, those items shall be completed by the Contractor and the Notice shall then be resubmitted.

#### B. FINAL INSPECTION

Within ten (10) days after the Contractor files written Notice that the Work is substantially complete, the Architect/Engineer, the Principal Representative, and the Contractor shall make a "final inspection" of the Project to determine whether the Work is substantially complete and has been completed in accordance with the Contract Documents. State Buildings Program shall be notified of the inspection not less than three (3) business days in advance of the inspection. The Contractor shall provide the Principal Representative and the Architect/Engineer an updated punch list in sufficient detail to fully outline the following:

- 1. Work to be completed, if any; and
- 2. Work not in compliance with the Drawings or Specifications, if any.

A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

- 1. Work to be completed, if any;
- 2. Work not in compliance with the Drawings or Specifications, if any; and
- 3. unsatisfactory Work for any reason, if any.

The required number of copies of the final punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, and State Buildings Program. The Architect/Engineer's final punch list shall control over the Contractor's preliminary punch list.

#### C. NOTICE OF SUBSTANTIAL COMPLETION

Notice of Substantial Completion shall establish the date of substantial completion of the Project. The Contractor acknowledges and agrees that because the departments, agencies and institutions of the State of Colorado are generally involved with the business of the public at large, greater care must be taken in establishing the date of substantial completion than might otherwise be the case to ensure that a project or building or discrete physical portion of the Work is fully usable and safe for public use, and that such care necessarily raises the standard by which the concept of substantial completion is applied for a public building.

The Notice of Substantial Completion shall not be issued until the following have been fully established:

- 1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
- 2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Program, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;
- 3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor's employees and Workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;

- 4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and
- 5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

Substantial completion of the entire Project shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion, or all of the Project, where portions of the Project cannot meet all the criteria noted above. Notice of Substantial Completion for the entire Project shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses all of the Project in accordance with the terms of Article 40, Right of Occupancy. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Principal Representative, The Architect/Engineer and State Buildings Program a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Program, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

#### D. NOTICE OF ACCEPTANCE

The Notice of Acceptance shall establish the completion date of the Project. It shall not be authorized until the Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

#### E. SETTLEMENT

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance check list (SBP-05) have been completed, the Notice of Acceptance issued, and the Notice of Contractors Settlement published. If the Work shall be substantially completed, but Final Acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Principal Representative in his or her discretion may release all amounts due to the Contractor except such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated by the Architect/Engineer and approved by State Buildings Program. Before the Principal Representative may issue the Notice of Contractor's Settlement and advertise the Project for final payment, the Contractor shall have corrected all items on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

- 1. Delivered to the Principal Representative:
  - a. All guarantees and warranties;
  - b. All statements to support local sales tax refunds, if any;
  - c. Required operating maintenance instructions as per the Principal Representative; and,
  - d. One (1) set of hard copy as-built Contract Documents, and one (1) electronic copy showing all job changes.
- 2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.
- 3. Delivered to the State of Colorado Department of Personnel & Administration in accordance with the Colorado Procurement Code or the applicable procurement code for institutions of higher education:
  - a. A written disclosure of the five most costly goods incorporated into the project, including iron, steel, or related manufactured goods and the total cost and country of origin of those five goods and whether the project was subject to any existing domestic content preferences.

Upon completion of the foregoing the Project shall be advertised in accordance with the Notice of Contractor's Settlement by two publications of Notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Project or the Contractor from Subcontractors, suppliers or materialmen based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice to the Architect/Engineer that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to compete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to compete unfinished Work or the cost to repair defective Work.

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance

has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to the Contractor subject to the same conditions regarding unpaid claims.

#### ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

The Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Contractor further warrants that the Work shall, in all respects, be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or Workmanship. The Contractor shall be responsible to the Principal Representative for such warranties for the longest period permitted by any applicable statute of limitations.

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty Workmanship or materials, and Work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 44, One-Year Guarantee And Special Guarantees And Warranties.

#### ARTICLE 43. LIENS

Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, C.R.S. § 38-26-107, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public Work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

#### ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES

A. ONE-YEAR GUARANTEE OF THE WORK

The Contractor shall guarantee to remedy defects and repair or replace the Work for a period of one year from the date of the Notice of Substantial Completion or from the dates of any partial Notices of Substantial Completion issued for discrete physical portions of the Work. The Contractor shall remedy any defects due to faulty materials or Workmanship and shall pay for, repair and replace any damage to other Work resulting there from, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of such shall of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Document and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

The one year guarantee of the Contractor's Work may run separately for discrete physical portions of the Work for which partial Notices of Substantial Completion have been issued, however, it shall run from the last Notice of Substantial Completion with respect to all or any systems common to the Work to which more than one Notice of Substantial Completion may apply.

This one-year guarantee shall not be construed to limit the Contractor's general warranty described in Article 42, General Warranty and Correction of Work After Acceptance, that all materials and equipment are new and of good quality, unless specified to the contrary, and that the Work shall in all respects be free from material defects not permitted by the Specifications and in accordance with the requirements of the Contract Documents.

#### B. SPECIAL GUARANTEES AND WARRANTIES

In case of Work performed for which product, manufacturers or other special warranties are required by the Specifications, the Contractor shall secure the required warranties and deliver copies thereof to the Principal Representative through the Architect/Engineer upon completion of the Work.

These product, manufacturers or other special warranties, as such, do not in any way lessen the Contractor's responsibilities under the Contract. Whenever guarantees or warranties are required by the Specifications for a longer period than one year, such longer period shall govern.

#### ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two (2) complete inspections of the Work after the Work has been determined to be substantially complete and accepted. One such inspection, the "Six-Month Guarantee Inspection," shall be made approximately six (6) months after date of the Notice of Substantial Completion, unless in the case of smaller projects valued under \$500,000 this inspection is declined in Article 7A (Contractor's Agreement SC-6.21), Modification of Article 45, in which case the inspection to occur at six months shall not be required. Another such inspection, the "Eleven-Month Guaranty Inspection" shall be made approximately eleven (11) months after the date of the Notice of Substantial Completion. The Contractor shall schedule and so notify all parties concerned, and the Principal Representative shall so notify State Buildings Program, of these inspections. If more than one Notice of Substantial Completion has been issued at the reasonable discretion of the Principal Representative separate eleven month inspections may be required where the one year guarantees do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the Principal Representative, State Buildings Program, and all other participants within ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Architect/Engineer, the Principal Representative and State Buildings Program.

If the Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving the Contractor ten (10) days written Notice of intention to do so.

The State of Colorado, acting by and through the Principal Representative, shall be entitled to collect from the Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects.

#### ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

It is further agreed that time is of the essence of each and every portion of this Contract, and of any portion of the Work described on the Drawings or Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever. The parties further agree that where under the Contract additional time is allowed for the completion of the Work or any identified portion of the Work, the new time limit or limits fixed by such extension of the time for completion shall be of the essence of this Agreement.

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Contractor's bid is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Contractor's bid. The Contractor agrees that Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the Project will be

substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion and Notices of Final Acceptance, within any times stipulated and specified in the Agreement, as the same may be amended by Change Order or other written modification, and that the Principal Representative will be damaged if the times of completion are delayed.

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), Modifications of Article 46, are reasonable times for these stages of completion of the Work, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46.

The Contractor and the Contractor's Surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the entire Project is 1) substantially completed, and the Notice (or all Notices) of Substantial Completion are issued, 2) finally complete and accepted and the Notice (or all Notices) of Acceptance are issued, or 3) both. Delay in substantial completion shall be measured from the Date of the Notice to Proceed and delay in final completion and acceptance shall be measured from the Date of the Notice of Substantial Completion.

In the first instance, specified in Article 7.6.1 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in any Supplementary General Conditions, in the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

In the second instance, specified in Article 7.6.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 7.6.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Contractor's bid for the Project and stipulated in the Agreement to finally complete the Project (as defined by the issuance of the Notice of Acceptance) after the final Notice of Substantial Completion has been issued.

In the third instance, when so specified in both Articles 7.6.1 and 7.6.2 of the Contractor's Agreement SC-6.21, both types of liquidated damages shall be separately assessed where those delays have occurred.

The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the

Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Article 38, Delays and Extensions Of Time.

#### ARTICLE 47. DAMAGES

If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor's failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-101-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

Provided written Notice of intent to file a claim is provided as required in the preceding paragraph, nothing in this Article shall limit or restrict the rights of either party to bring an action at law or to seek other relief to which either party may be entitled, including consequential damages, if any, and shall not be construed to limit the time during which any action might be brought. Nothing in these General Conditions shall be deemed to limit the period of time during which any action may be brought as a matter of contract, tort, warranty or otherwise, it being the intent of the parties to allow any and all actions at law or in equity for such periods as the law permits. All such rights shall, however be subject to the obligation to assert claims and to appeal denials pursuant to Article 36, Claims, where applicable.

#### ARTICLE 48. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

#### A. STATE'S RIGHT TO DO THE WORK

If after receipt of Notice to do so, the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days' advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

#### B. TEMPORARY SUSPENSION OF WORK The State, acting for itself or by and through the Architect/Engineer, shall have the authority to suspend the Work, either wholly or in part, for such period or periods as may be deemed necessary due to:

1. Unsuitable weather;

- 2. Faulty Workmanship;
- 3. Improper superintendence or project management;
- 4. Contractor's failure to carry out orders or to perform any provision of the Contract Documents;
- 5: Loss of, or restrictions to, appropriations;
- 6. Conditions, which may be considered unfavorable for the prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store materials in such manner that they will not become an obstruction or become damaged in any way; and he or she shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage and erect temporary structures where necessary.

Notice of suspension of Work shall be provided to the Contractor in writing stating the reasons therefore. The Contractor shall again proceed with the Work when so notified in writing.

The Contractor understands and agrees that the State of Colorado cannot predict with certainty future revenues and could ultimately lack the revenue to fund the appropriations applicable to this Contract. The Contractor further acknowledges and agrees that in such event that State may, upon Notice to the Contractor, suspend the Work in anticipation of a termination of the Contract for the convenience of the State, pursuant to Article 50, Termination for Convenience of State. If the Contract is not so terminated the Contract sum and the Contract time shall be equitably adjusted at the time the Principal Representative directs the Work to be recommenced and gives Notice that the revenue to fund the appropriation is available.

#### C. DELAY DAMAGES

The Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of any claim for extra costs, extra compensation or damages occasioned by hindrances or delays encountered in the Work only when and to the limited extent that such hindrance or delay is caused by an act or omission within the control of the Principal Representative, the Architect/Engineer or other persons or entities acting on behalf of the Principal Representative. Further, the Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of such a claim only if the Contractor has provided required Notice of the delay or impact, or has presented its claim for an extension of time or claim of other delay or other impact due to changes ordered in the Work before proceeding with the changed Work. Except as otherwise provided, claims for extension of time shall be Noticed and filed in accordance with Article 38, Delays and Extensions of Time, within three (3) business days of the beginning of the delay with any claim filed within seven (7) days after the delay has ceased, or such claim is waived. Claims for extension of time or for other delay or other impact resulting from changes ordered in the Work shall be presented and adjusted as provided in Article 35, Changes in the Work.

#### ARTICLE 49. STATE'S RIGHTS TO TERMINATE CONTRACT

#### A. GENERAL

If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or she should fail to prosecute his or her Work with due diligence and carry the Work forward in accordance with the construction schedule and the time limits set forth in the Contract Documents, or if he or she should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on the Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his or her right to exercise such remedy.

In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after delivery of such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained the concurrence of the Architect/Engineer in writing that sufficient cause exists to justify such action.

#### B. CONDITIONS AND PROCEDURES

- The Principal Representative may terminate the services of the Contractor, which termination 1. shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.
- 2. The Principal Representative may require the Surety on the Contractor 's bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State's Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.
- 3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State's Right to Do the Work; Temporary Suspension of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes in The Work.

#### C. ADDITIONAL CONDITIONS

If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience and the Contractor shall be limited in recovery to the compensation provided for in Article 50, Termination for Convenience of State. Termination by the Contractor shall not be subject to such conversion.

#### ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. NOTICE OF TERMINATION

The performance of Work under this Contract may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of State. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of such termination specifying the extent to which the performance of Work under the Contract is terminated and the date upon which such termination becomes effective.

#### B. PROCEDURES

After receipt of the Notice of termination, the Contractor shall, to the extent appropriate to the termination, cancel outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of all applicable outstanding commitments covering personal performance of any Work terminated by the Notice. With respect to such canceled commitments, the Contractor agrees to:

- 1. settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he or she may require, which approval or ratification shall be final for all purposes of this clause; and,
- 2. assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

The Contractor shall submit his or her termination claim to the Principal Representative promptly after receipt of a Notice of termination, but in no event later than three (3) months from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such three-month period or authorized extension thereof. Upon failure of the Contractor to submit his or her termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

Subject to the preceding provisions, the Contractor and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he or she is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to other activities and operations. Any such agreement shall be embodied in an Amendment to this Contract and the Contractor shall be paid the agreed amount.

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

The Contractor agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the State, including:

- a. completed or partially completed plans, Drawings and information; and,
- b. materials or equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice.

Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State

to the Contractor under this Contract or shall otherwise be credited to the price or cost of Work covered by this Contract or paid in such other manners as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

#### ARTICLE 51. CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT

If the Work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven (7) days' written Notice to the Principal Representative and the Architect/Engineer stop Work or terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained on any plant or material, and a reasonable profit only for the Work completed. If the Architect/Engineer shall fail to issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is presented and received by the Architect/Engineer, as provided in Article 31, Applications For Payments, or if the Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Contractor and the Architect/Engineer within thirty (30) days after the Architect/Engineer's certification, then the Contractor may on ten (10) days' written Notice to the Principal Representative and the Architect/Engineer stop Work and/or give written Notice of intention to terminate this Contract.

If the Principal Representative shall thereafter fail to pay the Contractor any amount certified by the Architect/Engineer and not disputed in writing by the Principal Representative within ten (10) days after receipt of such Notice, then the Contractor may terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained upon any plant or materials, and a reasonable profit only for the Work completed. The Principal Representative's right to dispute an amount certified by the Architect/Engineer shall not relieve the Principal Representative of the obligation to pay amounts not in dispute as certified by the Architect/Engineer.

#### ARTICLE 52. SPECIAL PROVISIONS

- A. CONTROLLER'S APPROVAL C.R.S. § 24-30-202(1) This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY C.R.S. § 24-30-202(5.5) Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation** 

benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

#### E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### F. CHOICE OF LAW, JURISDICTION, AND VENUE

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

#### G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

#### H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

#### I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST C.R.S. § 24-18-201 & C.R.S. § 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4 The State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

#### K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract. through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract. (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

#### L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

#### ARTICLE 53. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION OF LANGUAGE

The language used in these General Conditions shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 2C, Intent of Documents.

#### B. SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

#### C. SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

#### D. AUTHORITY

Each person executing the Agreement and its Exhibits in a representative capacity expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and has authority to bind said party to the terms and conditions hereof.

#### E. INTEGRATION OF UNDERSTANDING

This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.

#### F. NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

#### G. WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

H. INDEMNIFICATION

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

#### I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this shall apply. Contractor agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

#### J. CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

#### SECTION 00 73 01 – SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 SUPPLEMENTARY GENERAL CONDITIONS
  - A. The University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 73 01

## UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS

### SUPPLEMENTARY GENERAL CONDITIONS

#### For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23) for the Anschutz Medical Campus and Denver Campus

#### TABLE OF CONTENTS

- ARTICLE 25. INSURANCE
- ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT
- ARTICLE 52. SPECIAL PROVISIONS
- ARTICLE 53. MISCELLANEOUS PROVISIONS
- APPENDIX A University of Colorado Denver | Anschutz Medical Campus Tax Information

ARTICLE 25. INSURANCE - Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, Principal Representative, are the interchangeable for this replacement of article 25.

For purposes of this supplement "Contractor" as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**<u>COVERAGES AND LIMITS OF INSURANCE -</u>** - Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. <u>Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:</u>

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
- The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: "The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations".
- Commercial General Liability Completed Operations policies must be kept in effect for up to three

   (3) years after completion of the project. For buildings with a construction cost greater than \$99
   million, the Commercial General Liability Completed Operations policies must be kept in effect for
   up to eight (8) years after the completion of the project.
- An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,0000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

#### \*Umbrella or Excess Liability does not apply to projects totaling \$500, 000 or under.

#### The following exclusionary endorsements are prohibited in the CGL policy:

- 1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
- 2. Contractual liability coverage exclusion modifying or deleting the definition of an "insured contract";
- 3. If applicable to the work to be performed: Residential or multi-family;
- 4. If applicable to the work to be performed: Exterior insulation finish systems;
- 5. If applicable to the work to be performed: Subsidence or earth movement.

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

#### Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$

1,000,000

#### 3. Workers Compensation

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)
- a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

#### Minimum Limits:

Coverage A (Workers' Compensation)	Sta	atutory
Coverage B (Employers Liability)		-
Each accident	\$	100,000
Disease each employee	\$	100,000
Disease policy limit	\$	500,000

#### 4. Contractors Pollution Liability

- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
- If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

- The policy shall be endorsed to include the following as Additional Insureds: The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.
- Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
- Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.

Minimum Limits (Projects at or under \$500,000):

Per Loss Aggregate	\$ \$	1,000,000 1,000,000
Minimum Limits (Projects over \$500,000):		
Per Loss	\$	2,000,000
Aggregate	\$	2,000,000

#### 5. <u>Professional Liability (Errors and Omissions)</u> (This Professional Liability requirement applies only to Design/Build Entity SC-8.0 and 9.0.)

 The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."

- In the event that any professional liability insurance required by this Contract is written on a claimsmade basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

Wrongful Act	\$2,000,000
General Aggregate	\$2,000,000

#### 6. Builder's Risk/ Installation Floater

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder's Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for <u>new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.</u>

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work

- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is \$50,000.00
- Waiver of Subrogation is to apply
- The Regents of the University of Colorado, a body corporate, shall be added as Additional Named Insured on Builders Risk.
- 1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- 2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
- 3. The Builder's Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
- 4. Builders' Risk Coverage shall be on a **Special** Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.
- 5. The Builders' Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders' Risk shall include the following provisions:
  - a. Replacement Cost Basis including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss
  - b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage

# Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building

- 6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.
- 7. The Builders' Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders' Risk Policy. The Builders' Risk Policy shall remain in force until acceptance of the project by the Principal Representative.
- 8. The deductible shall not exceed \$50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of \$50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their

just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days' notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$50,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative, then the Contractor shall bear all reasonable costs properly attributable thereto.

#### ADDITIONAL INSURANCE REQUIREMENTS

- 1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
- 2. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
- 3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

- 5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
- 6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
- 7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.

- 8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage.
- 9. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945 North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

#### Subcontractors

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

#### Non-Waiver

The parties hereto understand and agree that The Principal Representative is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, et seq., as from time to time amended, or otherwise available to the Principal Representative or its officers, employees, agents, and volunteers.

#### Mutual Cooperation

The Principal Representative and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

(Revised 7-21-11)

#### ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT – Add the following

Contractor will be required to complete items on University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List and attend walk-thrus and meetings necessary to complete the list, working through the university Project Manager (use University of Colorado Denver | Anschutz Medical Campus Supplemental / Project Acceptance List).

ARTICLE 52. SPECIAL PROVISIONS -Add the following:

- M: UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT
  - 1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.
  - 2) Statement of Policy: It is the policy of the University of Colorado Denver to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.

3) Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is defined as conduct which is unwelcome and consists of:

1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic decisions affecting the individual; or when such conduct has the purpose or effect, of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, or offensive working or educational environment.

Conduct prohibited under this policy may occur between persons of the same sex or of different sexes and may manifest itself in different ways. For example, sexual harassment may be as undisguised as a direct solicitation of sexual favors, or arise from behavior which has the effect of creating an intimidating, hostile, or offensive educational or working environment. In this regard, the following types of acts, if pervasive and continuous, are more likely than not to be considered sexual harassment: unwelcome physical contact, sexual remarks about a person's clothing, body, or sexual relations, conversation of a sexual nature or similar jokes and stories, and the display of sexually explicit materials in the workplace or their use in the classroom without defensible educational purpose.

 Consequence of Sexual Offenses: The university may require the Contractor to remove from university property any individual or individuals who violate the policy prohibiting sexual harassment.

ARTICLE 53. MISCELLANEOUS PROVISIONS -Add the following:

L. All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

#### UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUPPLEMENTARY GENERAL CONDITIONS

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

#### APPENDIX A

Tax Information:

- 1. Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017
- 2. Sales Tax Exemption Certificate Multi-Jurisdiction dated September 4, 2018
- 2. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
- 3. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
- 4. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
- 5. Colorado Department of Revenue Contractor Application for Exemption Certification

DR 0160 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0013

#### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE  
 USE ACCOUNT NUMBER for all references
 LIABILITY INFORMATION
 ISSUE DATE

 09802565
 G
 010180
 Aug 25 2017

ինվիկինեղնորհնդիլիերիյիներություն

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER ATTN: OFFICE OF UNIVERSITY CONTROLLER 1800 N GRANT ST STE 600 DENVER CO 80203-1148

Executive Director Department of Revenue



# Sales Tax Exemption Certificate Multi - Jurisdiction

Last Name or Business Nar	ne	First Name				Middle Initia
				_		
Address						
City			State	ZIP		
			_			
Name of Firm (Druce)		I Certify That				
Name of Firm (Buyer) The Regents of Unive	rsity of Colorado					
Address						
1800 Grant Street, Su	ite 600					
City			State	ZIP		
Denver			co	80203		
	Qualifies As (C	heck each appli				
Wholesaler	Retailer	🗌 Manu			Charitable	or Religious
Political Subdivision	n or Governmental Agency	□ Other	(Specify	)		
If Other, specify here						
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#### FINANCE DEPARTMENT

Administration 1470 South Havana Street Aurora, Colorado 80012 303-739-7055 FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson Vice Chancellor for Administration and Finance

University of Colorado Health Sciences Center Fitzsimons, Building 500, Room C1003 P.O. Box 6508 Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to *City Code Section 130-63(c)*. It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. § 23-20-101, et seq., C.R.S. You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

*City Code Section 130-157(1)* exempts all sales of tangible personal property and taxable services to the various political subdivisions of this state from imposition of City sales tax. Identical exemptions exist in both the City Use Tax ordinance (*City Code § 130-198(5)*) and the City Employer Occupational Privilege Tax ordinance (*City Code § 130-405(1)*). Accordingly, UCHSC falls squarely within each of these three exemptions.

It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. *City Code § 130-160.* Likewise, UCHSC

Wayne F. Henderson March 12, 2001 Page Two

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Very truly yours,

John Gross Director of Finance

Department of Finance Treasury Division Tax Compliance – Audit Unit

201 W Colfax Ave #1009 Denver, CO 80202 fax: 720- 913-9455 www.denvergov.org/treasury



February 19, 2014

University of Colorado Procurement Service Center 1800 Grant Street, Suite 500 Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Donald Korte, Audit Manager Tax Compliance/Audit Section 720-913-9339

# STATE OF COLORADO

TAXPAYER SERVICE DIVISION Department of Revenue

1375 Sherman Street Denver, Colorado 80261



Bill Owens Governor

Michael J. Barden University of Colorado at Denver and Health Sciences Center(UCDHSC) Building 500, Mail Stop F418 P.O. Box 6508 Aurora CO 80045

M. Michael Cooke Executive Director Nell Tillquist

Nell Tillquist Division Director

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

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Additionally, for construction projects in the City and County of Denver, UCDHSC and its contractors and sub-contractors are exempt from the aforementioned special district sales and use taxes, as well as state sales and use tax.

Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Here Ashell

Steve Asbell Taxpayer Service Policy Group Colorado Dept of Revenue Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18) COLORADO DEPARTMENT OF REVENUE Denver CO 80261 - 0009 (303) 238-SERV (7378)

## **Special Notice**

#### Purpose of this application

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

#### **Colorado Withholding Account Number**

A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

#### Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

#### Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

#### Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

#### No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

#### Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor's name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor's place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

# To avoid a returned application ensure you have done the following:

- Accurately completed all applicable boxes of the form.
- Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- Contract or Agreement page contains the signatures of the contracting parties.
- The form DR0172 (application) is signed.
- The exempt organizations number was provided and is correct.



DR 0172 (05/01/18) **COLORADO DEPARTMENT OF REVENUE** Denver CO 80261 - 0009 (303) 238-SERV (7378)

# **Contractor Application for Exemption Certificate**

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

#### Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009 Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

	rtment Us	se only.	Do not write					
Contractor/Account No.				Period (MM/YY-	MM/YY)			
89-								
	Must be	complet	ted by applic	ant				
Contractor Information								
Owner, partner or corporate last name		First Nan	ne				Middle	nitial
Mailing Address	City					State	Zip	
E-Mail Address		FEIN		Bid amount	for your cont	ract (Mus	t match to th	e penny)
				\$				
Fax number			Business Phone	e number				
Colorado withholding tax account number (See instructions)	Subsidiar	У	Subcont	ractors		Staffing A	gency	
			ontractors (see l	pelow)				
No Employees/Subcontractors. (Provide explanation	or attach a le	atter of exp	lanation).					
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#### SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PROCEDURE

#### A. DAVIS-BACON WAGE DETERMINATIONS

- 1. Coordinate with the University Project Manager to determine if applicable.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 73 46

#### SECTION 00 73 80 - SALES TAX

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. This Section includes administrative documents related to sales tax exemption for construction material purchases.
- 1.3 DEFINITIONS (Not Applicable)

#### 1.4 DOCUMENTS

- A. Tax Exempt Status of University of Colorado, dated August 25, 2017
- B. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
- C. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
- D. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
- E. Colorado Department of Revenue Contractor Application for Exemption Certification
- F. Copies of the above noted documents are attached to the end of this section.

#### 1.5 PROCEDURE

- A. General Contractor must apply for a sales tax exemption certificate through the Colorado Department of Revenue using the "Contractor Application For Exemption Certificate."
  - 1. Form can be downloaded from the Colorado Department of Revenue website: <u>https://www.colorado.gov/pacific/sites/default/files/DR0172.pdf</u>
- PART 2 PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

#### END OF SECTION 00 73 80

DR 0160 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0013

#### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE  
 USE ACCOUNT NUMBER for all references
 LIABILITY INFORMATION
 ISSUE DATE

 09802565
 G
 010180
 Aug 25 2017

ինվիկինեղնորհնդիլիերիյիներություն

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER ATTN: OFFICE OF UNIVERSITY CONTROLLER 1800 N GRANT ST STE 600 DENVER CO 80203-1148

Executive Director Department of Revenue



# Sales Tax Exemption Certificate Multi - Jurisdiction

Last Name or Business Nar	ne	First Name				Middle Initia
				_		
Address						
City			State	ZIP		
			_			
Name of Firm (Druce)		I Certify That				
Name of Firm (Buyer) The Regents of Unive	rsity of Colorado					
Address						
1800 Grant Street, Su	ite 600					
City			State	ZIP		
Denver			co	80203		
	Qualifies As (C	heck each appli				
Wholesaler	Retailer	🗌 Manu			Charitable	or Religious
Political Subdivision	n or Governmental Agency	□ Other	(Specify	)		
If Other, specify here						
	ease by us in the normal course are exempt from payment of sa				of Higher Educ	Or
2) that such purchases Political Subdivision f Otherwise Exempt By Stat City or State	are exempt from payment of sa or Governmental Agency	les or use tax in s Charitable or Relig	uch state pious	s and cities Otherwise	-	tatute (Specify
2) that such purchases Political Subdivision f Otherwise Exempt By Stat City or State City of Aurora	are exempt from payment of sa or Governmental Agency () ue, specify here State Registration or ID Num	les or use tax in s Charitable or Relig ber City or State Colorado	jious (Boulder	s and cities Otherwise	s because our l Exempt By State Registratio	tatute (Specify
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#### FINANCE DEPARTMENT

Administration 1470 South Havana Street Aurora, Colorado 80012 303-739-7055 FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson Vice Chancellor for Administration and Finance University of Colorado Health Sciences Center Fitzsimons, Building 500, Room C1003 P.O. Box 6508 Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to *City Code Section 130-63(c)*. It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. *§ 23-20-101, et seq., C.R.S.* You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

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Wayne F. Henderson March 12, 2001 Page Two

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Very truly yours,

John Gross Director of Finance

Department of Finance Treasury Division Tax Compliance – Audit Unit

201 W Colfax Ave #1009 Denver, CO 80202 fax: 720- 913-9455 www.denvergov.org/treasury



February 19, 2014

University of Colorado Procurement Service Center 1800 Grant Street, Suite 500 Denver, CO 80203

Ladies/Gentlemen:

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Sincerely,

Donald Korte, Audit Manager Tax Compliance/Audit Section 720-913-9339

# STATE OF COLORADO

TAXPAYER SERVICE DIVISION Department of Revenue

1375 Sherman Street Denver, Colorado 80261



Bill Owens Governor

Michael J. Barden University of Colorado at Denver and Health Sciences Center(UCDHSC) Building 500, Mail Stop F418 P.O. Box 6508 Aurora CO 80045

M. Michael Cooke Executive Director Nell Tillquist

Nell Tillquist Division Director

April 7, 2006

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Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Here Ashell

Steve Asbell Taxpayer Service Policy Group Colorado Dept of Revenue Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18) COLORADO DEPARTMENT OF REVENUE Denver CO 80261 - 0009 (303) 238-SERV (7378)

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A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

#### Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

#### Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

## Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

#### No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

#### Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor's name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor's place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

# To avoid a returned application ensure you have done the following:

- Accurately completed all applicable boxes of the form.
- Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- Contract or Agreement page contains the signatures of the contracting parties.
- The form DR0172 (application) is signed.
- The exempt organizations number was provided and is correct.



DR 0172 (05/01/18) **COLORADO DEPARTMENT OF REVENUE** Denver CO 80261 - 0009 (303) 238-SERV (7378)

## **Contractor Application for Exemption Certificate**

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

#### Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009 Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

	rtment Us	se only.	Do not write					
Contractor/Account No.				Period (MM/YY-	MM/YY)			
89-								
Must be completed by applicant								
Contractor Information								
Owner, partner or corporate last name		First Nan	ne				Middle	nitial
Mailing Address	City					State	Zip	
E-Mail Address		FEIN		Bid amount	for your cont	ract (Mus	t match to th	e penny)
				\$				
Fax number			Business Phone	e number				
Colorado withholding tax account number (See instructions)	Subsidiar	У	Subcont	ractors		Staffing A	gency	
			ontractors (see l	pelow)				
No Employees/Subcontractors. (Provide explanation	or attach a le	atter of exp	lanation).					
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## SECTION 01 00 00 - GENERAL REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Design Requirements:
  - 1. Designer Responsibility: Based on a series of meetings with the University Project Manager and applicable University staff, draft Division 01 Specification Sections consistent with State of Colorado Construction Contract provisions, General and Supplementary Conditions of the Contract, including requirements for administrative procedures consistent with the size and scope of the project.
  - 2. Content for DIVISION 00 & 01:
    - a. Include all DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS campus standards as applicable per the default inclusion matrix show in DIVISION 010000 TABLE OF CONTENTS for the correct project type.
    - b. Include all DIVISION 01 GENERAL REQUIREMENTS campus standards as outlined in the DIVISION 010000 – TABLE OF CONTENTS. Coordinate with University Project Manager to determine applicability of each Division and any necessary modifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

#### PART 4 - CHANGE LOG

7/1/2021 Updated Part 1, 1.1, A, 2.

## END OF SECTION 01 00 00

## **SECTION 01 10 00**

## SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work by University.
  - 4. Work under separate contracts.
  - 5. University-furnished and installed products.
  - 6. University-furnished, Contractor-installed products.
  - 7. Access to site.
  - 8. Coordination with occupants.
  - 9. Work restrictions.
  - 10. Specification and drawing conventions.
- B. Related Requirements:
  - 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of University's facilities and for the provision of temporary construction barriers and dust partitions.

Complete "Project Information" Article below based on project-specific information.

## 1.3 PROJECT INFORMATION

- A. Project Identification: Breckenridge Parking Lot Improvements, CU Project No. 22-116457
  - Project Location: University of Colorado Anschutz Campus Breckenridge and Aspen Parking Lots. The nearest intersection is E. 19<sup>th</sup> Avenue and N. Revere Court, and the nearest address is 12700 E. 19<sup>th</sup> Avenue.
- B. Principal Representation: University of Colorado Denver.
  - 1. University's Representative: Robert W. Holzwarth 1945 Wheeling Street Aurora, CO 80045 <u>Robert.holzwarth@cuanschutz.edu</u>

720-854-4664

- C. Architect/Engineer: S.A. Miro, Inc. Megan H. Vogt 4582 S Ulster Street #750 Denver, CO 80237 <u>mvogt@samiro.com</u> 720-407-1070
- D. Architect/Engineer's Consultants: The Architect/Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Electrical Engineer: Cator Ruma & Associates Chelsey Patterson 869 Tabor Street #1 Lakewood, CO 80401 <u>cpatterson@catorruma.com</u> 303-232-6200

## 1.4 WORK COVERED BY CONTRACT DOCUMENTS

In first paragraph below, include an abbreviated description of the Work for Project identified in "Project Information" Article. See Evaluations. For single prime contracts, this article may be eliminated.

- A. The Work of Project is defined by the Contract Documents and, in summary, briefly consists of the following:
  - 1. Reconfiguration of a portion of the existing Breckenridge Parking lot and a portion of drive south of the existing Aspen parking lot, to include removal of existing islands, reconfiguration of storm sewer system and lighting to accommodate the proposed improvements, milling and overlaying where possible and new pavement sections where no existing pavement is present. The project will add overall parking capacity and simplify vehicular access to the lots.

#### 1.5 WORK BY UNIVERSITY

A. General: Cooperate fully with University so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by University. Coordinate the Work of this Contract with work performed by University.

#### 1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

## 1.7 UNIVERSITY-FURNISHED AND INSTALLED PRODUCTS

A. University will furnish certain items of equipment/furnishings as shown on the Drawings. Contractor will be responsible for coordinating their work to accommodate these items including, but not limited to, physical space fit, utility connections and rough-in, power wiring and electrical characteristics.

B. Include in Project scheduling the latest times when information for such items is required and so notify the University in writing.

#### 1.8 UNIVERSITY-FURNISHED, CONTRACTOR-INSTALLED PRODUCTS

- A. The University will furnish certain items delivered to the jobsite as shown on the drawings. Contractor will receive, unload, move, set in position, anchor and connect such items and put them into operating condition.
- B. The Contractor will be responsible for coordinating their work to accommodate these items including, but not limited to, physical space fit, utility connections and rough-in, power wiring and electrical characteristics.
- C. Include in Project scheduling the latest times when information for such items is required and so notify the University in writing.
- D. Cooperate with University in scheduling the delivery of these items and be responsible for accommodating their storage and protection in the building and their replacement or repair due to damage as a result of Contractor's operations.

#### 1.9 ACCESS TO SITE

- A. General: Contractor shall have limited and restricted use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Adjust means and methods of construction based on site limits and restrictions.
  - 2. Locate staging areas only where permitted by University.
  - 3. As part of this Project, replace damaged lawns, sprinkler systems, sidewalks and any other existing site improvements within staging area and access ways.
- C. Construction Access and Travel:
  - 1. Use only those entrances, exits, and travel ways on campus roads and within the building designated by University. Contractor's personnel are not permitted in non-designated areas of University's existing facilities. Use only designated travel ways for transporting demolition materials, new construction materials, tools and equipment.
  - 2. Use of other than designated travel ways on campus roads and within existing buildings requires a minimum of 20 business days prior approval by University.
    - a. Request variations to traffic flow including temporary fire lane, parking lot, sidewalk and road closures, regulatory signage, and traffic control devices in accordance with University "Procedure for Approval of Regulatory Signage, Traffic Control Devices and for Street Closures at the Anschutz Medical Campus" and "AMC Campus Street and Parking Lot Closure Request" available through University Project Manager.
  - 3. Access to the site will be as permitted by the University. Prearrange delivery and use of cranes, heavy trucks and other heavy equipment at least 72 hours prior to need through the University's Project Manager and University Police.
  - 4. Maintain access to fire lanes and campus operations at all times. Provide flag personnel during the ingress or egress of large equipment.

- a. When fire lanes and/or access way must be temporarily disrupted notify University Police and University Parking and Transportation at least 20 business days in advance and reconfirm 72 hours in advance through the University's Project Manager.
- 5. Arrange for and obtain all necessary permits from City of Aurora for any disruption to or temporary closures of public city streets. Coordinate procurement of permits with Anschutz Medical Campus Liaison and University Project Manager.
- D. Construction Parking:
  - 1. General: Contractor must pay for all parking and, if available, may be assigned parking spaces in designated contractor parking lots. Parking in lots designated for visitors and patients is not permitted. Make arrangements for designated spaces and payment for long term parking with University Parking Services through the University Project Manager.
  - 2. Provide temporary parking or use designated areas of University's existing parking areas as applicable to the Project and in accordance with the following:
    - a. All parking on University property, including parking on University owned streets, is under the exclusive control and authority of University Parking and Transportation Services. Direct policy question to the department at (303) 724-2555.
    - b. There is no free parking on campus. Displacement or use of existing parking spaces by Contractor, either for parking or for staging, is a Contractor cost.
    - c. Use of existing parking spaces or other areas outside of Contractor's staging area must be approved in advance by University Parking and Transportation Services.
    - d. University Parking and Transportation Services may require and issue parking permits through the University Project Manager. Permits must be displayed and visible at all times while parked on the campus. Failure to display a permit will result in citations being written and possible removal of the vehicle from University property.
    - e. Keep all designated parking areas clean and free of litter and debris. University reserves the right to direct Contractor to clean areas not kept clean and orderly.
    - f. University Parking and Transportation Services may change parking assignments as deemed necessary, restrict the use of any space(s) or lot(s) at any time, and determine the hours of control and mode of operations for any parking area at any time. University Parking and Transportation Services may deny or revoke parking privileges to any person when deemed necessary and/or considered to be in the best interests of the University.
  - 3. Parking on University property is at the Contractor's own risk. The University and any entity affiliated with it are not responsible for fire, theft, and damage to or loss of contractor's or subcontractor's vehicle or any article left therein. Only a license is granted to the user and no bailment is created.

## 1.10 COORDINATION WITH OCCUPANTS

- A. University may occupy site and both existing and adjacent building(s) during entire construction period. Cooperate with University during construction and sequence operations to minimize conflicts and facilitate University usage. Perform the Work so as not to interfere with University's day-to-day operations.
  - 1. Maintain existing exits from existing and adjacent building, unless otherwise indicated.
  - 2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from University and approval of authorities having jurisdiction.
  - 3. Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of University's occupied spaces, including noise, dust,

odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.

- 4. Coordinate with University Project Manager to schedule jack hammering or activities producing dusty conditions, excessive fumes or odors during off-hours.
- 5. When work must be accomplished in areas containing existing furniture, upon a minimum of 3 business days notification of the University Project Manager, University will remove or relocate existing furniture.
- 6. Provide not less than 72 hours' notice to University Project Manager of activities that will affect University's operations. University Project Manager will coordinate with campus tenants.
  - a. Refer to "Work Restrictions" Article of this Section for procedures and notification requirements related to utility interruptions.
- 7. Provide temporary barriers and partitions, or other means as required to protect occupants of existing building and the general public from injury due to construction activities. Prevent the spread of dust and dirt to adjacent occupied areas and building.

## 1.11 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. In planning and executing the Work, take into consideration the special needs of University patient care, teaching and research settings, for example, supply of critical utilities, noise and dust control, access to existing loading docks, occupied buildings, etc.
- B. Normal Working Hours: Limit work to normal working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday.
  - 1. Notify University Project Manager of all proposed work outside of normal working hours. Include dates, times, names and contact information for contractors and subcontractor performing the Work with notification. University Project Manager will notify, as appropriate, other University personnel and departments including, but not limited to, Building Maintenance and Operations (BMO) Directors, BMO assigned representative, Campus Police and Facilities Management.
- C. Noise and Vibration: Coordinate operations that may result in high levels of noise and vibration, or other disruption to University occupancy with University.
  - 1. Noise during Normal Working Hours: Identify potentially disruptive construction activities at weekly Progress Meeting and adjust active time of day to reduce significant impacts on occupants.
  - 2. Noise outside Normal Working Hours: Schedule construction work or demolition work outside of normal working hours with University Project Manager at minimum of 72 hours in advance.
    - a. The maximum permissible noise level is 75 decibels (dBA), measured at the adjacent property line.
- D. Contractor Identification:
  - 1. Supervisory staff for the primary contractor must obtain an identification badge at the University Anschutz Medical Center (AMC) Building 500. Submit the University Access Control Badge Application form through University Project Manager. Submitted forms shall be complete with all required information including a letter on company letterhead confirming employee status with

company and stating whether the company completes background testing and/or drug screening. Contractor supervision must display badge on site during construction activities.

- 2. To the greatest extent possible, Contractor's and subcontractor's employees must wear a recognizable logo shirt or hardhat identifying them as members of the contractor's work force.
- E. Use of Existing Elevators: Use "freight" elevators only and protect finishes during transport. Restrict use exclusively to time required to move construction materials.
  - 1. Do not block corridors, aisles, passageways or doors leading to elevator except as, and only to the extent approved by University Project Manager.
- F. Keys: Submit written request to University Project Manager on University Key Request Form.
  - 1. To the extent the need for keys is demonstrated and required to complete the Work, University Project Manager will issue keys to Contractor.
  - 2. Contractor is responsible for all costs related to lost or non-returned keys.
  - 3. Electrical, mechanical and sensitive research space may require University escort in lieu of issuing keys.
- G. Dock Deliveries: Restrict use exclusively to time required to unload and move construction materials.
- H. Existing Utility Interruptions: Do not interrupt water, sewer, plumbing, gas, steam, chilled water, oxygen, HVAC, electrical power, lighting, telephone and other related utilities serving facilities occupied by University without prior notice to and approval by the University. Coordinate and schedule interruptions in advance through the University Project Manager in strict conformance with University Utility Interruption/Outage Request Procedure.
  - 1. Form of Notice: University Utility Interruption and Start-up Request form.
  - 2. Time of Notice: Notice for major and minor outages as defined by the Utility Interruption/Outage Request Procedure is 8 business days for minor outages and 31 business days for major outages.
- I. Fire Alarm and Fire Sprinkler Interruptions: When construction activities require interruption of fire alarm or fire sprinkler service, or when dust from construction activities is likely to cause accidental alarm, advise University Project Manager who will submit an interruption request.
  - 1. Form of Notice: University Fire Alarm/Sprinkler Disable Request Form.
  - 2. Time of Notice: Prior to noon on the day before the anticipated interruption.
- J. Nonsmoking Campus: Smoking, chewing tobacco, and other related tobacco product use is not permitted at any location on campus or on any adjacent property.
- K. University Policies Applying to All Contractors: Comply with University policies applying to contractors including drug policy, sexual harassment policy and tobacco free policy. Obtain copies of University policies from University Project Manager.
  - 1. Controlled Substances: Use of tobacco products and other controlled substances on Project site and surrounding Campus is not permitted.
- L. Designated Eating Areas: Restrict consumption of food on project site to designated eating areas as approved by University Project Manager.

## 1.12 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
  - 3. Words in the singular number include the plural and those in the plural include the singular.
  - 4. Words of any gender include any other gender.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products may be identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 10 00

## **SECTION 01 18 00**

## **PROJECT UTILITY SOURCES**

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes matrix of utility sources applicable to Project.

## 1.3 QUALITY ASSURANCE

A. Comply with utility company and regulatory agency codes, standards, and guidelines for the provision of new or extension of exiting utilities.

#### 1.4 UTILITY SOURCE MATRIX

A. The following matrix summarizes utility responsible for provision of utility service:

	AMC			DC		AMC		DC		
	Trunk		In Tract		Trunk	In Tract	Trunk	In Tract	Trunk	In Tract
Steam	University	Note 1	Developer		Xcel	University	University	University	DW	University
Chilled Water	University	Note 1	Developer		NA	University	University	University	NA	University
Electricity	University	Note 2	Developer		Xcel	University	University	University	DW	University
Storm Drainage	COA		Developer		DW	University	University/ COA Note 5	University	DW	University
Sanitary Sewer	COA		Developer		DW	University	University/ COA <i>Note 5</i>	University	DW	University
Water	COA		Developer		DW	University	University/ COA Note 5	University	DW	University
Telecommunications	University	Note 3	Developer	Note 3	University	University	University	University	DW	University
Natural Gas	Xcel	Note 4	Developer		Xcel	University	University	University	DW	University
University: University	of Colorado	o Denver	Note 1: Univ	versity ov	vns Trunk st	team and ch	nilled water from CUP to v	/ault		
COA: City of Aurora	ity of Aurora <b>Note 2</b> : University owns Trunk electrical from switch gear to manhole				5					
<b>DW:</b> Denver Water			<i>Note 3</i> : University owns Trunk telecom ductbank from main switch to manhole. Developer owns cable from switch to building							
			Note 4: Xcel has license agreement with University							
Developer:			<i>Note 5</i> : University and COA jointly permit							
University, TCH, UCH. In Tract lines are owned by the building they are feeding										

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 18 00

## SECTION 01 22 00

## **UNIT PRICES**

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for lump-sum and unit-cost allowances.
  - 2. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

#### 1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by Change Order, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Upon completion of work involving unit prices, submit documentation to establish actual quantity of work provided. A Change Order will be issued in an amount equal to the actual quantity multiplied by the unit price.
- C. University reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at University's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
  - 1. Description: Unsatisfactory soil excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to Section 31 20 00 "Earth Moving."
  - 2. Unit of Measurement: Cubic yard of soil excavated, based on survey of volume removed.
- B. Unit Price No. 2: Installation of asphalt pavement.
  - 1. Description: Placement of new asphalt pavement up to 6 inches thick, including base course, removal and excavation as required, in accordance with Section 32 12 16 "Asphalt Paving." not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Square yards of new asphalt.
- C. Unit Price No. 3: Installation of concrete curb and gutter.
  - 1. Description: Placement of new curb and gutter, removal and excavation of existing curb/earthwork as required, not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Linear feet of new concrete curb and gutter.
- D. Unit Price No. 4: Installation of concrete sidewalk
  - 1. Description: Placement of new concrete pavement up to 6 inches thick, and excavation of existing earthwork as required, not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Square yards of new concrete.

## END OF SECTION 01 22 00

## SECTION 01 23 00

## ALTERNATES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if University 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.
  - 3. Selection of alternates described in this Section may be deferred for possible selection at a subsequent date if so indicated in the Agreement.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. 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.
  - 1. Alternate descriptions are recognized as abbreviated and incomplete. Correlate the descriptions with applicable Specification Sections and Drawings for the provision of complete and coordinated work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Straighten E 19<sup>th</sup> Avenue Curbline
  - 1. Base Bid: Install new curb and gutter along E 19<sup>th</sup> Avenue to permanently close off the existing driveway cut directly north of the Hensel Phelps outdoor auditorium, as indicated on the primary plan view of the civil plan sheets. The new curb and gutter will span between the existing curb ramp on the west and the existing inlet on the east, which will both remain in place. The new curb will be set back slightly from the remainder of the northern curbline of E. 19<sup>th</sup> Avenue on either side of the existing curb cut.
  - 2. Alternate: Install new curb and gutter to the extent detailed within the Add-Alternate 1 insets on the civil plan sheets. The new curb and gutter will extend to the west to the existing inlet, and to the east to the point where the existing curb taper begins. This scope will include removal of two existing curb ramps, removal and replacement of one existing 5' Type R inlet and a new storm sewer manhole.
- B. Alternate No. 2: Snow Storage Area
  - 1. Base Bid: Provide a new concrete sidewalk south of the existing Aspen Parking Lot and east of the proposed northern parking spaces, as detailed on the primary plan view of the civil plan sheets. Grading around the turn-around curb and gutter and proposed sidewalk improvements is minimal.
  - 2. Alternate: Extend the road by about 60 feet to the east to provide a snow storage area. This scope will include a new 2 foot high retaining wall, landscape berm behind the wall, and a 5' Type R inlet and storm sewer piping and connection to existing manhole to serve the snow storage area, as detailed within the civil plan documents.

## END OF SECTION 01 23 00

## SECTION 01 25 00

## SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance, if applicable.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
  - 3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit each request for consideration in format and quantities specified in Section 01 33 00 "Submittal Procedures". Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A or Contractor-generated form with substantially the same information.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by University and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect/Engineer's Action: If necessary, Architect/Engineer in consultation with the University will request additional information or documentation for evaluation within seven calendar days of receipt of a request for substitution. Architect/Engineer in consultation with the University will notify Contractor of acceptance or rejection of proposed substitution within 14 calendar days of receipt of request, or seven calendar days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order.
  - b. Use product specified if Architect/Engineer does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 calendar days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect/Engineer in consultation with the University will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 25 00

## SECTION 01 26 00

## CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23 for definitions and contractual requirements related to contract modification procedures.

#### 1.3 DEFINITIONS

A. Change Order: A written order in compliance with the requirements of the Contract authorizing changes in the Work. For the purposes of this Section a Change Order and a Contract Amendment shall have the same meaning.

## 1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Authorized Signatory: Submit name of individual authorized to accept changes and responsible for informing others employed by Contractor of changes in the Work.

#### 1.5 MINOR CHANGES IN THE WORK

A. Architect/Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.6 CHANGE ORDER BULLETIN

A. University-Initiated Change Order Bulletin: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. It will also state the time period for which the request will remain valid.

- 1. Change Order Bulletin Form: State Form SC-6.311 available on the website of the Office of the State Architect.
- 2. Work Change Order Bulletins issued by Architect/Engineer are not instructions either to stop work in progress or to execute the proposed change.
- B. Contractor-Initiated Change Order Bulletin: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect/Engineer.
  - 1. Change Order Bulletin Form: State Form SC-6.311 available from the website of the Office of the State Architect.
  - 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

## 1.7 CHANGE ORDER PROPOSAL

- A. Change Order Proposal: In response to a University-Initiated Change Order Bulletin or accompanying a Contractor-Initiated Change Order Bulletin, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change described.
  - 1. Change Order Proposal Form: State Form SC-6.312 available from the website of the Office of the State Architect.
  - 2. Labor Rates: Prior to submitting first Change Order Proposal, submit bare, unburdened hourly labor rates for all contractor and subcontractor labor categories; submit itemized breakdown of all applicable additional labor benefit costs to be added to the bare labor cost to arrive at the total burdened hourly labor cost.
  - 3. Equipment Costs: Provide cost backup for all equipment clearly indicating equipment billing rates and sufficient to demonstrate, as determined by the University Project Manager, that proposed rates are competitive and reasonable in all cases. Submit completed Change Order Proposal Form within the requested timeframe. Include backup documentation to support calculations consistent with Contract provisions, including but not limited to, the following:
    - a. Contractor and Subcontractor labor, material and equipment costs including:
      - 1) A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      - 2) Applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      - 3) Costs of labor and supervision directly attributable to the change and as permitted by the terms and conditions of the General Contract for Construction.
    - b. Contractor and Subcontractor overhead and profit.
    - c. Contractor's bond cost.
    - d. Justification for Change in Contract Time: An updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 4. Maintain detailed records of work completed. Provide complete information for evaluation of proposed changes and to substantiate proposed changes in Contract Sum or Contract Time.

#### 1.8 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

## 1.9 CHANGE ORDER PROCEDURES

- A. Submit three signed copies of Change Order Proposal to Architect/Engineer for review.
  - 1. University-Initiated Change Order Bulletins: University and Architect/Engineer will evaluate Contractor's Change Order Proposal and either request additional information or suggest modifications. Based on this review and evaluation University will either accept or reject the proposal.
  - 2. Contractor-Initiated Change Order Bulletins: Architect/Engineer will evaluate Contractor's claim based on the terms and conditions of the Contractor Agreement and General Conditions of the Construction Contract, as applicable.
  - 3. Architect/Engineer's Action: When satisfied as to the accuracy and completeness of the Change Order Proposal, the Architect/Engineer will sign all three copies and forward to the University for consideration.
- B. On University's approval of a Change Order Proposal, Architect/Engineer will prepare, sign and forward three copies of a Change Order, State Form SC-6.31 available from the website of the Office of the State Architect, for signature by the Contractor. Contractor then forwards all three copies of signed Change Order to the University for signature and distribution of fully executed copies to Architect/Engineer and Contractor for record.
- C. Upon receipt of a fully executed Change Order, promptly perform the following:
  - 1. Revise Schedule of Values on the Application for Payment Form by indicating each authorized Change Order as a separate line item and adjusting the Contract Sum as shown on the Change Order.
    - a. University will not pay for changes to the Work until authorized by a Change Order signed by all parties.
  - 2. Revise the Progress Schedule to reflect any change in the Contract Time.
  - 3. Enter changes in the Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 26 00

## SECTION 01 29 00

#### PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 5. For projects required to obtain LEED certification, Division 01 Section "Sustainable Design Requirements" for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

#### 1.3 DEFINITIONS

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

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Schedule of values report from cost-loaded Critical Path Method Schedule prepared in accordance with Section 01 32 00 "Construction Progress Documentation" may serve to satisfy requirements for the schedule of values.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
      - 1) Construction Manager's Fee.

- 2) Estimated Project General Conditions Costs.
- 2. Submit schedule of values and hold a conference with the Architect/Engineer and University Project Manager to finalize the schedule of values at earliest possible date, but no later than 10 business days before the date scheduled for submittal of initial Certificates and Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect/Engineer.
    - c. Architect/Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for LEED documentation, where applicable, and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  - 6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not a direct cost of actual work-inplace shall be shown as separate line items in the schedule of values.
  - 7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect/Engineer and paid for by University.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Pay Application and Schedule Review Meetings: Conduct in accordance with Section 01 31 00 "Project Management and Coordination." Provide draft application for payment and draft schedule update reflecting work accomplished during previous pay period. Review progress achieved; discuss and resolve issues affecting the progress; and review critical activities to be accomplished during the following 90 calendar days.
  - 1. Jobsite Walk: When required, conduct a walk of the jobsite to confirm progress related to any activity in question.
- C. Monthly Schedule Reporting: Upon conclusion of the Pay Application and Schedule Review Meeting, but not later than the 28th of the month, update the Construction Schedule and submit the Pay Application.
- D. Payment Application Times: Submit Application for Payment to Architect/Engineer by the first day of the month and no more than five (5) business days prior thereto. The period covered by each Application for Payment is per the date indicated in the Application.
- E. Payment Application Review: The Architect/Engineer shall, within five (5) business days after the receipt of each Certificate and Application for Payment, review the Project Application for Payment and either execute a Project Certificate for Payment to the University or notify the Contractor in writing of the reasons for withholding a Certificate.
  - 1. All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error
- F. Application for Payment Forms: Use State Form SBP-7.2 "Certification for Contractor Payment."
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect/Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under University-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site as approved in advance by the University Project Manager and items stored at an off-site location previously agreed upon in writing.
  - 1. Provide certificate of insurance, evidence of transfer of title to University, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

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- b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
- c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect/Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. For projects required to obtain LEED certification, LEED submittal for project materials cost data.
  - 4. Contractor's construction schedule (preliminary if not final).
  - 5. Products list (preliminary if not final).
  - 6. For projects required to obtain LEED certification, LEED action plans.
  - 7. Schedule of unit prices.
  - 8. Submittal schedule (preliminary if not final).
  - 9. List of Contractor's staff assignments.
  - 10. List of Contractor's principal consultants.
  - 11. Copies of building permits.
  - 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 13. Initial progress report.
  - 14. Report of preconstruction conference.
- K. Application for Payment at Substantial Completion: After Architect/Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for University occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. All items on Pre-acceptance Checklist (State Form SBP-05) have been completed.
  - 2. Notice of Acceptance (State Form SBP-6.27) has been issued.
  - 3. Statements to support local sales tax refunds, if any submitted.
  - 4. Notice of Contractor's settlement has been published.
  - 5. Evidence of completion of Project closeout requirements, including but not limited to:
    - a. Submittal of Record Documents.
    - b. Submittal of all Operation and Maintenance Manuals.
    - c. Completion of all required demonstration and training.
  - 6. Updated final statement, accounting for final changes to the Contract Sum.

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- 7. Evidence that claims have been settled.
- 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when University took possession of and assumed responsibility for corresponding elements of the Work.
- 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 29 00

## SECTION 01 31 00

## PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and fieldengineering services, including establishment of benchmarks and control points.
  - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Within 21 calendar days of Notice of Award submit, as complete as possible, a preliminary list to include all major subcontractors. Augment, complete and submit the final subcontractor list within 60 calendar days of Notice of Award, unless a longer duration is approved by the Architect/Engineer. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 14 calendar days after Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

## 1.5 GENERAL COORDINATION PROCEDURES

- A. General: Each entity involved in the performance of work for the entire Project shall cooperate in the overall coordination of the Work; promptly, when requested, furnish information concerning its portion of the Work; and respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervision, administrative or similar authority.
  - 1. University Standard Project Management Forms
    - a. Where applicable, obtain from the University Project Manager and use the following University Standard Forms:
      - 1) Preconstruction Agenda
      - 2) Change Order Log with Contingency Codes
      - 3) Access Control Badge Application Form
      - 4) Utility Interruption Request Form
      - 5) Utility Start-Up Request Form
      - 6) Fire Alarm/Sprinkler Disable Request Form
      - 7) Hot Work Permit Form
      - 8) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form
      - 9) Indoor Air Quality (IAQ) Planning Checklist
      - 10) Indoor Air Quality (IAQ) Inspection Checklist
  - 2. Site Utilization:
    - a. In addition to the site utilization limitations and requirements indicated in Section 01 10 00 "Summary" and indicated by the Contract Documents; administer the allocation of available space equitably among entities needing access and space, so as to produce the best overall efficiency in the performance of the total work of the project. Schedule deliveries so as to minimize the space and time requirements for storage of materials and equipment on the site; but do not unduly risk delays in the work.
    - b. Concurrent with work of the Contractor, other contractors, suppliers, and the University personnel may be working in relatively close proximity. The Contractor is solely responsible for coordinating their work with that of other contractors and will make no claims for failure to do so.
  - 3. Layout:
    - a. It is recognized that the Contract Documents are diagrammatic in showing certain physical relationships of the various elements and systems and their interfacing with other elements and systems. Establishment and coordination of these relationships is the exclusive responsibility of the Contractor. Do not scale the drawings. Lay out and arrange all elements to contribute to safety, efficiency and to carry the harmony of design throughout the Work. In case of conflict or undimensioned locations, verify required positioning with Architect/Engineer.
  - 4. Substrate Examination:

- a. The Installer of each element of the work must examine the conditions of the substrate to receive the work, dimensions and spaces adjacent, tolerances, interfacing with other elements and services, and the conditions under which the work will be performed, and must notify the Contractor in writing of conditions detrimental to the proper or timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- 5. Large and Heavy Equipment:
  - a. Contractor to coordinate with University Project Manager requirements to be maintained for the subsequent entry of large equipment units. Coordinate the movement of heavy items with shoring and bracing, so that the building structure will not be overloaded during the movement and installation.
  - b. Where equipment or products to be installed on the roof are too heavy to be hand-carried, do not transport across roof deck; position by crane or other device so as to avoid overloading the roof deck.
- B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections of the Specification that depend on each other for proper installation, connection, and operation.
  - 1. Contractor Communication with the University: Direct all communication with the University through the University Project Manager.
  - 2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 4. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for University and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
- E. Coordination Of Submittals: Prior to transmittal to the Architect/Engineer, review shop and erection drawings, product data, and samples for compliance with Contract Documents and for coordination among work of all Sections of the Specifications. Coordination of submittals shall include, but not be limited to the following:

- 1. Verification of field dimensions and clearances and relationship to available space and anchors.
- 2. Verification of compatibility with equipment and work of other Sections, electrical characteristics, and operational control requirements.
- 3. Verification of motor voltages and control characteristics.
- 4. Coordination of controls, interlocks, wiring of pneumatic switches, and relays.
- 5. Coordination of wiring and control diagrams.
- 6. Review of the effect of any changes on work of other Sections.
- 7. For any item to be installed in or on a finished surface, certify that applicable Contract Documents have been checked and that the item submitted is compatible with the surface finish on which it is to be installed.
- 8. Equipment and material submittals shall show sufficient data to indicate complete compliance with Contract Documents as follows:
  - a. Proper sizes and capabilities.
  - b. Ability to fit in the available space in a manner that will allow proper service.
  - c. Construction methods, materials, and finishes.
  - d. List of accessories.
- F. Special Coordination Requirements for Mechanical and Electrical Work:
  - 1. General: Provide necessary work and services required to coordinate the complete installation of heating, ventilating, and air conditioning (HVAC) equipment and systems; plumbing systems and fixtures; electrical equipment, fixtures, and systems; and other equipment or systems containing motors and controls or requiring connection to mechanical or electrical systems; all so that the various systems perform as indicated and are in harmony with other project Work.
  - 2. Contract Drawings:
    - a. Drawings are schematic in nature, and indicate in general how the various components are integrated with other parts of the building. Coordinate exact locations by job measurement, by verifying the requirements of other trades, and by review of Contract Documents.
  - 3. Mechanical and Electrical Drawings indicate general routing of the various parts of the systems, but do not indicate all sizes, fittings, offsets, and runouts which are required. Coordinate correct sizes, fittings, offsets, and runouts required to fit systems into allocated spaces. Coordinate locations of all light fixtures, vents, and supply grilles to conform to the ceiling grid system or other modular finishes.
  - 4. Coordinate installation of mechanical and electrical work in compliance with the following requirements:
    - a. Install piping, ductwork and similar services straight and true, aligned with other work, close to walls and overhead structure, allowing for insulation, concealed (except where indicated as exposed) in occupied spaces, and out-of-the-way with maximum passageway and headroom remaining in each space.
    - b. Install electrical work in a neat, organized manner with conduit and similar services in or parallel with building lines, and concealed unless indicated as exposed.
    - c. For all work maintain maximum practical overhead clearance but not less than 6" above ceiling. Where exposed, maintain 7'-0" minimum clearance.
    - d. Arrange all work to facilitate maintenance and repair or replacement of equipment. Locate services requiring maintenance on valves and similar units in front of services requiring less maintenance. Connect equipment for ease of disconnecting, with minimum of interference with other work.
    - e. Provide space to permit removal of coils, tubes, fan shafts, filters, other parts which may require replacement.
    - f. Locate operating and control equipment and devices for easy access. Furnish access panels where units are concealed by finishes and similar work.

- g. Integrate mechanical work in ceiling plenums with suspension system, light fixtures and other work, so that required performances of each will be achieved.
- h. Give the right-of-way to piping systems required to slope for drainage over other service lines and ductwork.
- i. Advise other trades of openings required in their work for accommodation of mechanical and electrical elements. Provide and place sleeves and anchors required in other work.
- 5. Access to Equipment: Except where located above accessible ceilings, provide access panels wherever access is required to concealed valves, controls, dampers, pull boxes and other devices requiring ongoing or periodic access.
  - a. Acceptable types of access panels are specified in Division 08.
  - b. Each trade is responsible for providing access panels needed for access to their equipment and coordinating installation with other Division 03, 04, 06 and 09 trades.
  - c. Coordinate requirements and obtain approval of locations from Architect/Engineer.
- G. Compatibility of Systems:
  - 1. Provide products and equipment which are compatible with other work requiring mechanical/electrical interface including electrical connections, control devices, water, drain and other piping connections. Verify electrical characteristics, fuel requirements and other interface requirements before ordering equipment and resolve conflicts that may arise.
  - 2. Coordinate equipment, mechanical and electrical work in accordance with the following schedule:

ITEM	FURNISHED	MOUNTED	LOW	POWER	LOW
<u>II Elvi</u>					
	<u>BY</u>	<u>BY</u>	<u>VOLTAGE</u>	WIRED &	VOLTAGE CONTROL
			WIRED	CONNECTED	CONTROL
			<u>BY</u>	BY	CONNECTED
					BY
Equipment motors	Ι	MI	MI	EI	
Motor starters,	MI	EI	EI	EI	MI
contactors and					
overload heaters					
Fused and unfused	EI**	EI**	EI**	EI	
disconnect switches					
Manual operating	MI	EI	EI	EI	EI
switches, speed					
switches, push-button					
stations and pilot					
lights					
Duct detectors	EI	MI	MI	EI	MI
Control relays and	MI	MI	MI	EI	MI
transformers					
Thermostats, time	MI	MI	MI	EI	MI
switches*					
Temperature control	MI	MI	MI	EI	MI
panels					
Motor and solenoid	MI	MI	MI		MI
valves, damper					
motors, PE and EP					
switches					
Refrigeration	MI	MI	MI	EI	MI
equipment, cooling					
tower and controls					
to the und controls			1		I]

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Electric meters	EI	EI	EI	EI	MI	
Steam meters	meters MI MI MI MI					
Chilled water meters,	lled water meters, MI MI MI MI					
Water meters	MI***	MI	MI	MI	MI	
Natural Gas	MI	MI	MI	MI	MI	
EI = F MI = 1 * M vo m H sh re 20 co ** D ***Bu	oltage thermostats, otor shall be wire owever, if the con all be that set fort quires 120 volt cor 08 volt circuit for ontrol circuit.) isconnects for AH uilding Service met	er which are controlled float switches or the ed for both powe trol device does n h in the above sch ntrol. Electrical Ins power and wire the units are factory m er provided by Civ	ed from line ve time switches y r and control ot conduct ful edule. (Examp staller shall fur e power circu tounted.	oltage automatic co which conduct full circuit under the l load current, then le: a 208 volt, 3-ph nish a 120 volt circ it. Mechanical Insta	load current of the electrical contract. a the responsibility lase, 3- wire motor cuit for control and aller shall wire the . Coordinate meter	

- H. Special Coordination Requirements for Exterior Envelope Work:
  - 1. General: Provide necessary work and services required to coordinate the complete and continuous installation of the building's heat, air and moisture barriers. Exterior building envelope construction to be coordinated includes, but is not limited to, below-grade walls, slabs-on-grade, exterior opaque walls, windows, curtain walls, roofs, and skylights.
  - 2. Contract Drawings:
    - a. Drawings indicate general concepts and design intent for continuity of heat, air and moisture barriers at each exterior building envelope component and at transitions between building envelope components. Coordinate details for continuity based on actual product selections and Contractor's proposed sequence of construction.
- I. Complete Systems:
  - 1. It is the intent of the Contract Documents that all systems, including mechanical and electrical, be complete and functional to provide the intended or specified performance. Provide all incidental items and parts necessary to achieve this requirement.
  - 2. Provide correctly sized power, utilities, piping, drains, services and their connections to equipment and systems requiring them, whether or not specific items are listed in the schedule under "Compatibility of Systems" paragraph in this Section.
- J. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as University's property.

2. Establish recycling program at job site. Refer to Section 01 74 19 "Construction Waste Management and Disposal" for additional requirements.

#### 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple subcontractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect/Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings, where required, to adequately represent the Work.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.

- c. Fire-rated enclosures around ductwork.
- 7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
- 9. Windows, Curtain Wall, and Exterior Wall Assembly Transition Work: Show all components of each adjacent wall or window system and all required compatible tie-ins between them including transition strips, flashings and sealants. Clearly identify each product, its configuration and its extent. Shop Drawings which only generically indicate adjacent construction and/or indicate "construction by others" will not be acceptable.
- 10. Review: Architect/Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect/Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect/Engineer will so inform Contractor, who shall make changes as directed and resubmit.
- 11. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

## 1.7 REQUESTS FOR INFORMATION (RFIs)

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

- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- 14. Space for response and signature by Architect/Engineer.
- C. RFI Forms: Hard copy form or software-generated form with substantially the same content as indicated above, acceptable to Architect/Engineer.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect/Engineer's Action: Architect/Engineer will review each RFI, determine action required, and respond. Allow seven calendar days for Architect/Engineer's response for each RFI. RFIs received by Architect/Engineer after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect/Engineer's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect/Engineer's action may include a request for additional information, in which case Architect/Engineer's time for response will date from time of receipt of additional information.
  - 3. Architect/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Contractor-Initiated Change Order Bulletin and Proposal according to Section 01 26 00 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect/Engineer in writing within seven calendar days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by RFI number. Submit log weekly. Use CSI Log Form 13.2B or Contractor-generated form of substantially same content. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect/Engineer.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect/Engineer's response was received.
- F. On receipt of Architect/Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect/Engineer within seven calendar days if Contractor disagrees with response.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify University and Architect/Engineer of scheduled meeting dates and times a minimum of 4 business days prior to meeting.
    - a. Participants, including representatives of subcontractors and suppliers, shall be qualified, familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including University and Architect/Engineer, within three business days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time and site convenient to all parties, but not later than 14 calendar days after Notice to Proceed.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. Authorized representatives of University:
      - 1) University Project Manager.
      - 2) University Building Maintenance Operations (BMO) Representative.
    - b. Architect/Engineer and their consultants.
    - c. Contractor's project manager and superintendent.
    - d. Major subcontractors and suppliers.
    - e. Other concerned parties shall attend the conference.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Designation of key personnel and their duties.
    - b. Lines of communications.
    - c. List of major subcontractors and suppliers.
    - d. Tentative construction schedule.
      - 1) Phasing.
      - 2) Critical work sequencing and long-lead items.
      - 3) Equipment deliveries and priorities.
    - e. Procedures and processing of:
      - 1) Change Order Bulletin, Change Order Proposal and Change Orders.
      - 2) RFI's
      - 3) Testing and inspecting.
      - 4) Applications for Payment.
      - 5) Submittals.
      - 6) Preparation of record documents.
    - f. Use of the premises, existing building and adjacent buildings as applicable.

- 1) Work restrictions.
- 2) Working hours.
- 3) University's occupancy requirements.
- 4) Procedures for disruptions and shutdowns.
- 5) Construction parking and staging.
- 6) Construction route and site access.
- 7) Office, work, and storage areas.
- 8) Progress cleaning and housekeeping procedures.
- g. Project coordination.
- h. Distribution of the Contract Documents.
- i. Temporary facilities and controls.
- j. Indoor Air Quality Plan and Monitoring including procedures for moisture and mold control.
- k. Construction waste management and recycling.
- l. Safety.
  - 1) Fire and Life Safety.
  - 2) Health and Safety.
- m. First aid.
- n. Security.
- o. Building Department.
- p. Telecommunications.
- q. Building Services.
- r. Building Operations.
- s. University Work Related Policies.
- t. Contractor Contacts.
- u. University Contacts.
- v. University Process Forms.
  - 1) Key Request Form.
  - 2) Access Control Badge Application Form.
  - 3) Utility Interruption Request Form.
  - 4) Utility Start-Up Form.
  - 5) Fire Alarm/ Sprinkler Disable Request Form.
  - 6) Hot Work Permit Form.
  - 7) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form.
  - 8) Indoor Air Quality (IAQ) Plan.
  - 9) IAQ Planning Checklist.
  - 10) IAQ Inspection Checklist.
  - 11) Request for Variance.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. LEED Coordination Conference: For projects pursuing LEED certification, schedule and conduct a LEED coordination conference before starting construction, at a time convenient to University Architect/Engineer, and Contractor.
  - 1. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. Architect/Engineer and their consultants.
    - c. Contractor's project manager, superintendent and LEED coordinator.
    - d. Major subcontractors and suppliers.

- e. Other concerned parties.
- 2. Agenda: Discuss items of significance that could affect meeting requirements for LEED certification, including the following:
  - a. LEED Project Checklist.
  - b. Procedures for selecting and monitoring status for achieving Project goals related to recycled content and regional materials.
  - c. General requirements for LEED-related procurement and documentation.
  - d. Project closeout requirements and LEED certification procedures.
  - e. Role of LEED coordinator.
  - f. Construction waste management.
  - g. Construction operations and LEED requirements and restrictions.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site for installations, systems or assemblies where required by individual Specification Sections, or where deemed necessary by Contractor.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect/Engineer of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following, as appropriate:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. LEED requirements, for projects pursuing LEED certification.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility requirements.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. Protection of construction and personnel.
  - 3. Record significant conference discussions, approved schedules, agreements, and disagreements, including required corrective measures and actions.

- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information, including University Project Manager and Architect/Engineer.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to University and Architect/Engineer, but no later than 30 calendar days prior to the scheduled date of Substantial Completion or Partial Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. University Building Maintenance Operations (BMO) Representative.
    - c. Architect/Engineer and their consultants.
    - d. Contractor's project manager and superintendent.
    - e. Major subcontractors and suppliers.
    - f. Other concerned parties.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Procedures related to:
      - 1) Notice of Completion, including preparation of Contractor's punch list.
      - 2) Final Inspection.
      - 3) Notice of Substantial Completion.
      - 4) Notice of Approval of Occupancy/Use.
      - 5) Supplemental Occupancy/Use Checklist.
      - 6) Supplemental Acceptance Checklist.
      - 7) Pre-acceptance Checklists.
      - 8) Notice of Acceptance.
      - 9) Settlement and Final Payment.
    - b. Preparation of record documents.
    - c. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - d. Submittal of written warranties.
    - e. Requirements for completing LEED documentation, for projects pursuing LEED certification.
    - f. Requirements for preparing operations and maintenance data.
    - g. Requirements for delivery of material samples, attic stock, and spare parts.
    - h. Requirements for demonstration and training.
    - i. University's partial occupancy requirements.
    - j. Installation of University's furniture, fixtures, and equipment.
    - k. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- F. Progress Meetings: Conduct progress meetings at weekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.

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- 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
  - a. University Project Manager.
  - b. University Health Safety Department Representative.
  - c. University Building Maintenance Operations Representative.
  - d. University Campus Building Official.
  - e. Architect/Engineer and their consultants.
  - f. Contractor's project manager and superintendent.
  - g. Major subcontractors and suppliers.
  - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities.
  - i. As needed, University Building Maintenance Operations (BMO), Subject Matter Experts (SME), and University Facility Support Services (FSS) Representatives.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule:
    - 1) Review progress since the last meeting.
    - 2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
    - 3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 4) Review schedule for next two week period.
    - 5) Review schedule of deliveries.
    - 6) Review off-site fabrication.
  - b. Site Safety.
  - c. Indoor Air Quality Management monitoring.
  - d. MS4 Storm Water and Water Quality monitoring.
  - e. Quality:
    - 1) Quality and work standards.
    - 2) Status of correction of deficient items.
    - 3) Progress cleaning.
    - 4) Field observations.
  - f. Status of submittals.
  - g. Status of RFIs.
  - h. Status of Changes including:
    - 1) Change Order Bulletins.
    - 2) Change Order Proposals.
    - 3) Change Orders.
    - 4) Pending claims and disputes.
  - i. Status of LEED documentation, for projects pursuing LEED certification.
  - j. Review present and future needs of each entity present including:
    - 1) Access.

- 2) Site utilization.
- 3) Temporary facilities and controls.
- 4) Coordination.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- G. Pay Application and Schedule Review Meeting: Conduct review meeting monthly on or about the 25<sup>th</sup> of each month.
  - 1. Attendees:
    - a. University Project Manager.
    - b. Architect/Engineer.
    - c. Contractor's Project Manager, Superintendant and Scheduler.
  - 2. Agenda: Review draft pay application and progress schedule update in accordance with the requirements of Section 01 29 00 "Payment Procedures" and Section 01 32 00 "Construction Progress Documentation."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### END OF SECTION 01 31 00

# SECTION 01 32 00

## CONSTRUCTION PROGRESS DOCUMENTATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Monthly project status reports.
  - 6. Material location reports.
  - 7. Site condition reports.
  - 8. Special reports.

#### B. Related Requirements:

- 1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
- 2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum exclusive of profit, overhead, and general conditions costs.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either University or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file and four paper copies.
- B. Startup construction schedule (bar chart).
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Construction Schedule Updating Reports: Submit draft for discussion at monthly project schedule and pay application review meeting. Submit final report with monthly Application for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

## 1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial University occupancy, as may be applicable.
  - 4. Review delivery dates for University-furnished products.
  - 5. Review schedule for work of University's separate contracts.

- 6. Review submittal requirements and procedures.
- 7. Review time required for review of submittals and resubmittals.
- 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
- 9. Review time required for Project closeout and University startup procedures, including commissioning activities.
- 10. Review and finalize list of construction activities to be included in schedule.
- 11. Review procedures for updating schedule.

#### 1.6 COORDINATION

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

# PART 2 - PRODUCTS

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

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date is not permitted. Contract completion date may only be modified by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 21 calendar days, unless specifically allowed by Architect/Engineer.
  - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include adequate time for startup, testing and commissioning.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect/Engineer's administrative procedures necessary for issuing Notice of Substantial Completion.
- C. Constraints: Include the following constraints and work restrictions as indicated in the Contract Documents and as applicable in schedule; show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work by University: Include a separate activity for each portion of the Work performed by University.

- 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- 4. University-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- 5. Work Restrictions: Show the effect of the following items, as applicable, on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Environmental control.
- 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Submittals.
  - b. Mockups.
  - c. Fabrication.
  - d. Sample testing.
  - e. Deliveries.
  - f. Installation.
  - g. Tests and inspections.
  - h. Building flush-out.
  - i. Startup and placement into final use and operation.
- 7. Construction Areas: As applicable, identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Commencement of Work, Substantial Completion, Notice of Occupancy and Use, and Final Acceptance. As applicable, also include milestones for Partial Substantial Completion and Partial Notice of Occupancy and Use.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules and as approved by University and Architect/Engineer.

## 2.2 STARTUP CONSTRUCTION SCHEDULE (BAR CHART)

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven calendar days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 calendar days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

#### 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (BAR CHART OR GANTT CHART)

- A. Bar-Chart or Gantt-Chart Schedule: Submit startup, horizontal, bar-chart-type or a comprehensive, fully developed, horizontal, Gantt-chart-type construction schedule within 30 calendar days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Use the same breakdown of construction activities as indicated in the Schedule of Values.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar. With each required construction schedule update, place a contrasting mark in each bar to indicate actual completion.
    - a. Total cost assigned to activities shall equal the total Contract Sum exclusive of general conditions, overhead and profit costs.
    - b. As requested by University, code activities to permit sorting of Schedule of Values by CSI Division, funding sources, sub-trades, building systems, Bid Packages as applicable, or combinations thereof.
    - c. Resource load activities with forecasted manpower and code to permit production of graphically depicted manpower report. Show manpower effort for each subcontractor and as an aggregate for each month.
- C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- D. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
  - 10. Dollar value of activity (coordinated with the schedule of values).
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

- 1. Identification of activities that have changed.
- 2. Changes in early and late start dates.
- 3. Changes in early and late finish dates.
- 4. Changes in activity durations in workdays.
- 5. Changes in the critical path.
- 6. Changes in total float or slack time.
- 7. Changes in the Contract Time.
- F. Summary Reports: With each schedule update, at a minimum provide the following hard copy cost and resource reports:
  - 1. Cost report showing activity dollar value, dollar value of work in place to-date and dollar value for current period.
  - 2. Cost report showing activity dollar value, dollar value of work in place to-date, and dollar value for current period summarizing to schedule of values.
  - 3. Resource report showing man-day allocations by specific trade on each activity.
  - 4. Variance report comparing current dates to target dates.
  - 5. Cash flow report showing monthly projections of expenditures.
  - 6. Narrative schedule report documenting:
    - a. Description of the actual work accomplished during the reporting period.
    - b. Description of any problem areas.
    - c. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
    - d. A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule.

## 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (see special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Services connected and disconnected.
  - 16. Equipment or system tests and startups.
  - 17. Partial completions and occupancies.
  - 18. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

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- 1. Material stored prior to previous report and remaining in storage.
- 2. Material stored prior to previous report and since removed from storage and installed.
- 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

#### 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to University within one calendar day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise University in advance when these events are known or predictable.

#### PART 3 - EXECUTION

## 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule draft update schedule for discussion and review at monthly project progress schedule and pay application review meeting.
  - 1. Revise schedule immediately after each meeting and issue updated schedule concurrently with submittal of monthly Application for Payment.
  - 2. Include summary reports with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
  - 4. Schedule updates may change logic but may not change milestone or critical path without prior approval of University and Architect/Engineer.
- B. Distribution: Distribute copies of approved schedule to Architect/Engineer University, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## END OF SECTION 01 32 00

# SECTION 01 32 33

## PHOTOGRAPHIC DOCUMENTATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.
- B. Related Requirements:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three business days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 12 megapixels.
  - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect/Engineer.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    - g. Unique sequential identifier keyed to accompanying key plan.

#### 1.4 QUALITY ASSURANCE

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

#### 1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to University for unlimited reproduction of photographic documentation.

#### PART 2 - PRODUCTS

#### 2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

#### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect/Engineer.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect/Engineer.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 40 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- E. Periodic Construction Photographs: Take 40 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Architect/Engineer-Directed Construction Photographs: From time to time, Architect/Engineer will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take [20] color photographs after date of Substantial Completion for submission as project record documents. Architect/Engineer will inform photographer of desired vantage points.
  - 1. Do not include date stamp.
- H. Additional Photographs: University through Architect/Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
  - 1. Three business days' notice will be given, where feasible.
  - 2. In emergency situations, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. University's request for special publicity photographs.

# END OF SECTION 01 32 33

## SECTION 01 33 00

## SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 02 through 33 for additional submittal requirements specific to indicated Specification Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals." Submittals not specifically indicated as informational submittals are considered to be action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals" and include, but are not limited to:
  - 1. Schedules.
  - 2. Permits.
  - 3. Applications for payment.
  - 4. Performance and payment bonds.
  - 5. Insurance certificates.
  - 6. List of Subcontractors.
  - 7. Schedule of Values.
  - 8. Inspection and test results.
  - 9. Closeout documents.

- 10. Coordination drawings.
- 11. Street and Storm Water Quality Management Plan.
- 12. Indoor Air Quality Management Plan.
- 13. Anschutz Medical Campus Street Services Request.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittals: Refer to individual CSI divisions for additional submittal requirements. If CSI division submittal requirements does not fully cover project scope, contractor shall submittal product data, shop drawings, testing data, certifications, and additional information for all permanent materials and components.
- B. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect/Engineer and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 3. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for Architect/Engineer's final release or approval.
    - h. Scheduled date of fabrication.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect/Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect/Engineer for Contractor's use in preparing submittals.
  - 1. Architect/Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

- a. Architect/Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- b. Digital Drawing Software Program: The Contract Drawings are available in Civil 3D 2020 format.
- c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to University and Architect/Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit for review with sufficient time to avoid construction delays.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
  - 4. Large and/or Complex Submittals: For large and/or complex submittals, as determined by the Architect/Engineer and for submittals that require sequential reviews by Architect/Engineer's consultants, a review period greater than 14 calendar days may be required. Architect/Engineer and Contractor shall identify such submittals upon submission of the submittal schedule and determine a mutually agreed upon review period.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately [6 by 8 inches] <Insert dimensions> on label or beside title block to record Contractor's review and approval markings and action taken by Architect/Engineer.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect/Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.

- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
- i. Number and title of appropriate Specification Section.
- j. Drawing number and detail references, as appropriate.
- k. Location(s) where product is to be installed, as appropriate.
- l. Other necessary identification.
- 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect/Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect/Engineer.
- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect/Engineer will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect/Engineer.
    - 6) Name and address of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Contractor's certification that information complies with Contract Document requirements.
    - 19) Signature of transmitter.
- 6. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to University, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Architect/Engineer.
  - d. Name and address of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Specification Section number and title.

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- j. Specification paragraph number or drawing designation and generic name for each of multiple items.
- k. Drawing number and detail references, as appropriate.
- 1. Location(s) where product is to be installed, as appropriate.
- m. Related physical samples submitted directly.
- n. Indication of full or partial submittal.
- o. Transmittal number.
- p. Submittal and transmittal distribution record.
- q. Other necessary identification.
- r. Contractor's certification that information complies with Contract Document requirements.
- s. Remarks.
- E. Options: Identify options requiring selection by Architect/Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Contractor Certification: On transmittal include Contractor's certification that information complies with Contract Document requirements.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer's action stamp.
- K. Record Documents: Retain complete additional copies of submittals on Project site to be submitted as record documents in accordance with requirements of Section 01 78 39 "Project Record Documents."
- L. Legibility: Provide clear and legible submittals. Submittals that are blurry or are for any reason unreadable will be returned without action.

## PART 2 - PRODUCTS

#### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Post electronic submittals as PDF electronic files directly to Project Management Software Web site specifically established for Project.

- a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- 2. Action Submittals: Submit three paper copies of each submittal to Architect/Engineer and one to University unless otherwise indicated. Architect/Engineer will return one copy.
- 3. Informational Submittals: Submit two paper copies of each submittal to Architect/Engineer and one to University unless otherwise indicated. Architect/Engineer will not return copies.
- 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's printed recommendations.
    - e. Standard color charts.
    - f. Statement of compliance with specified referenced standards.
    - g. Statement of compliance with specified trade association standards.
    - h. Testing by recognized testing agency.
    - i. Application of testing agency labels and seals.
    - j. Notation of coordination requirements.
    - k. Notation of dimensions verified by field measurement.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Rough-in diagrams and templates indicating clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
  - 6. Confirm compliance of Product Data with requirements of Contract Documents. Submit cover letter indicating Contractor's certification of compliance.
  - 7. Submit additional copies of Product Data as required complying with requirements of Section 01 78 39 "Project Record Documents."
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Highlight, encircle or otherwise indicate deviations from Contract Documents. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect/Engineer's digital data drawing files is otherwise permitted. Standard information prepared without specific reference to the Project is not considered a shop drawing.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.

- b. Schedules.
- c. Compliance with specified standards.
- d. Notation of coordination requirements.
- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than size of Construction Drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Mount, display or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect/Engineer's Sample.
  - 3. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
    - f. Compliance with recognized standards.
    - g. Availability and delivery time.
  - 4. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
  - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- 7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as University's property, are the property of Contractor.
- 8. Distribution of Samples: Prepare and distribute additional sets to Subcontractors, manufacturers, fabricators, suppliers, Installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- 9. Field Samples and Mock-Ups: Field Samples and mock-ups specified in individual Sections are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- E. Selection of Related Materials: Where selections of colors, patterns, textures are specified to be made by Architect/Engineer, assemble complete samples of all specified or approved products for all Specification Sections and submit to Architect/Engineer. Review specifications and assemble all such samples for a combined single submittal. Indicate on the transmittal the latest date for selections to be made for each item to permit delivery of material in accordance with Progress Schedule. Architect/Engineer's action is limited solely to the specified selections or rejection of submittal items not in accordance with Specifications.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- L. LEED Submittals: For project required to obtain LEED certification, comply with requirements specified in Division 01 Section "Sustainable Design Requirements".
- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- T. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- U. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

#### 2.2 DELEGATED-DESIGN SERVICES

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

#### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer. Submittals received without Contractor's substantive review and approval stamp will be rejected and returned to the Contractor.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT/ENGINEER'S ACTION

- A. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect/Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect/Engineer without action.

# END OF SECTION 01 33 00

# SECTION 01 35 44

# SPECIAL PROCEDURES FOR ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes special administrative and procedural requirements related to environmental health and safety.
- B. University is Authority Having Jurisdiction (AHJ) for Fire and Life Safety. This responsibility is administered by the University's Fire and Life Safety Officer.
- C. Related Requirements:
  - 1. Section 01 35 46 "Indoor Air Quality Procedures" for procedure related to maintaining indoor air quality during construction.
  - 2. Section 02 81 00 "Transportation/Disposal of Hazardous Materials."

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

#### 3.1 ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY PROCEDURES

- A. Physical, Life, and Fire Safety:
  - 1. All contractors are required to conform to the Federal Occupational Safety and Health Administration (OSHA) regulations for construction (29 CFR 1926). Certain General Industry Standards (29 CFR 1910) may also apply, depending on location of work.
  - 2. Provide an effective health and safety program to control hazards, including but not limited to compressed gases, welding, electrical, safety netting, cranes, scaffolding and supplies on the roof.
  - 3. Provide fire protection in all construction areas to the satisfaction of the Authority Having Jurisdiction.
  - 4. During the construction phase, the Authority Having Jurisdiction may conduct oversight inspections to observe and provide recommendations regarding applicable safety standards. The following minimum items are included:
    - a. Do not block exit corridors. Install signage clearly identifying exit routes.
    - b. Provide physical barriers with appropriate warning signage to protect public areas from construction work.

- c. Conduct daily inspections to eliminate fire hazards and any other safety hazards.
- d. Periodic safety inspections will be performed on job sites by the Authority Having Jurisdiction. The Authority Having Jurisdiction for fire safety will present University's Project Manager with a written summary of the findings who will then take these issues to the Contractor's superintendent, foreman or other designated representative and return the summary form with documentation of the resolution of safety items to AHJ. Abate deficient items in a timely manner. Include documentation and resolution of safety items presented in weekly Progress Meeting minutes. Inspections by University AHJ are spotchecks only. They are not all encompassing. These inspections and recommendations do not relieve the Contractor from obligations related to safe work practices, as required under federal law.
- e. AHJ has the right to access the site at all times. Should a potential threat to personnel or property be observed, AHJ may require the hazard related operation immediately altered until adequate safeguards are addressed.
- f. Supply AHJ, through the University Project Manager, with a copy of Contractor's weekly safety meeting minutes and safety inspection reports.
- g. Provide signs used for proper identification of construction areas.
- h. Provide adequate number of appropriately rated fire extinguishers to be available on-site for emergency use in the construction area.
- i. Insure standpipes, pull stations, electrical panels, water control valves and fire hydrants are accessible at all times.
- j. Post emergency notification phone numbers provided by Contractor and University in all construction areas.
- k. Notify University Project Manager of any lost time injuries occurring on University's property within one (1) calendar day and of any fatalities immediately.
- 1. Submit copies of all injury reports to AHJ, through University's Project Manager.
- m. Equip construction personnel with personal protective equipment (PPE) where required. Coordinate with University Project Manager to identify where use of PPE will be required.
- B. OSHA Hazard Communication Standard:
  - 1. Every Contractor and Subcontractor performing work shall to comply with the OSHA Hazard Communication Standard. Compliance includes joint University and Contractor responsibilities for the purpose of providing timely communications and information sharing with regard to hazardous materials, chemicals and chemical sources which may be present on-site or brought in by Contractor.
  - 2. University Project Manager will provide Contractor with the following:
    - a. Information regarding known hazardous chemicals and agents or other hazards present at the job site.
    - b. University emergency procedures and contact numbers.
  - 3. Provide safety training and environmental surveillance of all workers.
  - 4. Inform and provide University's Project Manager the following:
    - a. Material safety data sheets (MSDS) for all chemicals introduced into the workplace.
    - b. Information regarding potential sources of pollutants which may be entrained in University's air intakes, e.g., roofing tar fumes, nuisance dusts, exhaust from internal combustion engines, welding or cutting fumes, and asbestos if damaged or encountered during the course of the work.
- C. Asbestos and Lead Paint:
  - 1. The presence of asbestos-containing materials and/or paint containing lead on the job site does not mean a problem exists. Areas where asbestos is friable and not contained or lead paint is present or will be caused to be present in airborne or settled dust are of concern.

- 2. Responsibilities of University and Contractor regarding asbestos and lead paint are as follows:
  - a. University:
    - 1) Notify the Contractor of the condition and location(s) where asbestos is known to be present or may reasonably be encountered, e.g., asbestos insulation, ceiling tiles, floor tiles, fire doors, wall and ceiling plasters, concrete, grouting, etc., and lead paint on metal building materials, walls, windows, etc.
    - 2) Coordinate with Contractor when response action is required by a Subcontractor.
    - 3) Contract with third party contractor to monitor areas where friable asbestos and/or lead-containing particles are present during construction/renovation projects for its own records and purpose. Monitoring results can be shared with Contractors but are in no way to be used for Contractor employee monitoring.
    - 4) Final authority on all asbestos-related concerns and contractual arrangements.
  - b. Contractor:
    - 1) Notify University's Project Manager of any suspected or existing problem involving asbestos or lead and cease work in that area until University has assessed the situation.
    - 2) Ensure that undamaged asbestos-containing material and/or material containing lead, not included in the scope of the project, are not damaged.
    - 3) Train and monitor their own employees, including Asbestos Awareness training and Lead Paint Awareness training, where applicable.
    - 4) Be responsible for all environmental/industrial hygiene surveillance of its work staff and subcontractors and for required area monitoring where potential contamination of adjacent areas exists.
    - 5) Prevent problems which can result in asbestos or lead exposure to building occupants.
    - 6) Coordinate with the University's EHS Department and Building Maintenance and Operations through University's Project Manager and perform all activities that may potentially disturb asbestos containing materials in a manner acceptable to the EHS.
    - Follow State of Colorado regulation, Emission Standards for Asbestos, Part B, Control of Asbestos, "Regulation 8" and OSHA standards regulating exposure to asbestos and lead.
    - 8) Where applicable, comply with Section 02 81 00 "Transportation/Disposal of Hazardous Materials."
    - 9) Comply with current "Asbestos-Contaminated Soil Management Standard Operating Procedure Document, University of Colorado Anschutz Medical Campus" during excavation operations.
- D. Carcinogens:
  - 1. Contractor or any Subcontractor shall not knowingly install or cause to be installed any material or product containing carcinogens. Refer to Annual Report on Carcinogens, U.S. Department of Health and Human Services, National toxicology Program.
- E. Hazardous Waste:
  - 1. All hazardous wastes are to be handled and disposed of according to current EPA and CDPHE guidelines which can be obtained through University Project Manager. Only individuals specifically authorized by University may sign hazardous waste manifests for wastes generated on University's property. Only University approved transporters and disposal facilities are to be used for transportation and disposal of hazardous wastes.

- F. The Control of Hazardous Energy (Lockout/Tagout):
  - 1. Provide and enforce a program and procedures for the control of hazardous energy (lockout/tagout) including, but not limited to, locks, tags and lockout devices. Provide proof that workers have received safety training in the control of hazardous energy through lockout/tagout.
- G. Hot Work Operations:
  - 1. Comply with University hot work policy and obtain Hot Work Permit prior to executing any hot work in existing buildings.
  - 2. Notify University Project Manager prior to any hot work on University property.
  - 3. Provide and enforce a program to control fires during hot work operations. Provide appropriately rated fire extinguishers, fire retardant protective covers (when needed), and any other hot work related equipment.
- H. Confined Space Entry:
  - 1. Work in compliance with the "Confined Spaced Entry Procedure for Non-University Personnel" whenever any project requires entry into a confined space. A copy of this procedure can be obtained from University EHS through University's Project Manager.
- I. Green Tagging of Work Area:
  - 1. Obtain a Green Tag and Construction Permit from the University Project Manager prior to any work being conducted in a laboratory or on any exhaust ductwork system serving a laboratory. If a Green Tag has been issued, it will be displayed at the entry of the laboratory area. The Green Tag assures that any radioactive, chemical or biological materials have been removed from the laboratory verifying the area is free from hazards to workers. If a Green Tag is not displayed, coordinate tagging with EHS through University's Project Manager.
- J. Coronavirus / COVID-19
  - 1. Work in compliance with all current regulatory guidelines, CU Denver | Anschutz Medical Campus COVID-19 plan requirements, and university contractor COVID-19 plan requirements.
  - 2. Contact the university project manager for the current COVID-19 contractor plan. Contractor to return a completed university COVID-19 contractor plan along with a company COVID-19 plan.
  - 3. Contractor must receive plan acceptance from project manager prior to being granted access to the campus.
  - 4. Plan requirements are evolving, the university project manager will provide additional updates as necessary.

# END OF SECTION 01 35 44

## **SECTION 01 40 00**

## **QUALITY REQUIREMENTS**

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect/Engineer, University, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
  - 1. Section 01 42 00 "Reference" for list of references, standards and definitions.
  - 2. Section 01 91 13 "General Commissioning" for coordination of testing with commissioning activities.
  - 3. Division 23 for testing, adjusting and balancing of mechanical systems.
  - 4. Division 26 for testing of electrical systems.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities

of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- 1. As indicated in individual Specifications Sections or on the Drawings, the Work may include the following types of mockups:
  - a. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  - b. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  - c. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect/Engineer for a decision before proceeding.

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

# 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect/Engineer.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect/Engineer.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For University's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

# 1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
  - 1. Monitor quality control over products, services, site conditions, and workmanship to produce work of specified quality.
  - 2. Comply fully with manufacturers' instructions, including each step in sequence.
  - 3. If manufacturers' instructions conflict with Contract Document requirements, request clarification from Architect/Engineer before proceeding.
  - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - 5. Perform work by persons qualified to produce workmanship of specified quality.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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- D. Subcontractor and Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. In addition comply with the following:
  - 1. For all trades: Proof of applicable licensing.
  - 2. Electrical contractors:
    - a. Company: State of Colorado master electrician license.
    - b. On-site electricians: State of Colorado journeyman license.
  - 3. Plumbing Contractors:
    - a. Company: State of Colorado master plumbers license.
    - b. On-site plumbers: State of Colorado journeyman license.
    - c. Gas piping installations: State of Colorado master plumber with minimum 5 years institutional or heavy commercial gas piping experience. Provide an on-site supervisor with a minimum of 3 years of supervisory experience.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 or ASTM D 3740 as appropriate; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  - 3. Independent Agency: Meeting "Recommended Requirements for Independent Laboratory Qualifications" published by American Council for Independent Laboratories.
  - 4. Authorized to operate in the State of Colorado.
  - 5. Calibrate testing equipment at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or of accepted values of natural physical constants.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

- 1. Contractor responsibilities include the following:
  - a. Provide test specimens representative of proposed products and construction.
  - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  - d. When required, build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
  - e. When required, build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups, as applicable; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect/Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
  - 2. Notify Architect/Engineer seven calendar days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect/Engineer's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven calendar days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: When indicated on Drawings, construct integrated exterior mockup. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Room Mockups: When indicated on Drawings, construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect/Engineer to evaluate quality of the Work. Provide room mockups of the following rooms:
- N. Laboratory Mockups: When required by individual Specification Sections, comply with requirements of preconstruction testing and those specified in individual Specification Sections.

### 1.8 QUALITY CONTROL

- A. University Responsibilities: Where quality-control services are indicated as University's responsibility, University will engage a qualified testing agency to perform these services.
  - 1. University will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the University.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to University are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by University, unless agreed to in writing by University.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

- 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar qualitycontrol services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples including, but not limited to, safe storage and proper curing of concrete test cylinders at Project site for first 24 hours after casting as required by ASTM C 31.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Manufactured Items and Equipment: Where manufactured products or equipment are required to have representative samples tested, do not use such materials or equipment until tests have been made and the materials or equipment found to be acceptable. Do not incorporate in the work any product which becomes unfit for use after acceptance.
- J. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to University, Architect/Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

### 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: University will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of University, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.

- 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 6. Retesting and reinspecting corrected work.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections including instructions received from University. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect/Engineer.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
  - 5. Disposition: Pass, fail, nature of defects, if any.
  - 6. Date and descriptions of remedial or correction action taken.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect/Engineer's reference during normal working hours.

#### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

#### 3.3 SCHEDULE OF INSPECTIONS AND TESTS BY UNIVERSITY

- A. University will engage testing agency and pay for testing and inspection associated with the following materials and systems, where included in the Project:
  - 1. Compaction density of fill and backfill.
  - 2. Drilled pier end bearing conditions and depths.
  - 3. Cast-in-place concrete.
  - 4. Precast concrete.
  - 5. Post-tensioned concrete tendons.

- 6. Masonry.
- 7. Structural steel field welds and bolted connections.
- 8. Spray-applied fireproofing.
- 9. Built-up roof cutouts.
- 10. Asphaltic concrete paving.
- 11. Foundation drainage systems.
- 12. Drainage structures and piping.
- 13. Waterproofing.
- 14. Air barriers.
- 15. Fluid applied membranes.
- 16. Thermal imaging.
- 17. Curtain wall, window, and door field testing.
- 18. Ceiling hanger wire pull-out.
- 19. Electrical resistance of static-control resilient flooring.
- 20. Field sound testing of operable partitions.
- 21. Elevator safety.
- 22. Fan vibration.

# END OF SECTION 01 40 00

### SECTION 01 41 00

### **REGULATORY REQUIREMENTS**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

#### A. Section Includes:

- 1. Building Department Authority.
- 2. MS 4 Storm Water and Water Quality Permits
- 3. Applicable Codes and Standards.

#### 1.3 BUILDING DEPARTMENT AUTHORITY

- A. The University of Colorado Denver is charged with the responsibility of ensuring that provision of applicable codes, standards and guidelines are met on its campuses.
- B. The University Denver campus has an established Building Authority responsible to review and examine buildings and plan documents, to permit and inspect construction and/or demolition to ensure conformance to codes adopted by the University and issue certificates of temporary occupancy and occupancy if satisfactory conformance is demonstrated.
- C. The authority is executed by the Campus Building Official (CBO) who has the responsibility to perform all the duties set forth in the Current Approved State Buildings Codes and other applicable codes and standards indicated in the "Applicable Codes and Standards" Article of this Section.
- D. Permits: Obtain a separate permit for each Project from the Office of the CBO prior to erecting, constructing, enlarging, repairing, moving, removing, converting or demolishing any building or portion thereof. Coordinate and obtain all permits through the University Project Manager. The Contractor is not responsible for costs associated with construction permits.
  - 1. Exempt work: A building permit is not required for the following:
    - a. Fences less than or equal to 6 feet tall.
    - b. Movable casework, counters and partitions not over 5 feet 9 inches tall with no electrical or plumbing.
    - c. Platforms, walks, and driveways not more than 30 inches above grade and not over any basement or story below.
    - d. Painting, papering and similar finish work.
    - e. Other work of limited scope at the discretion of the CBO.
- E. Permit Issuance: The CBO, or at the discretion of the CBO a third party code consultant, will review application, Drawings, Specifications, computations and other data filed for permit. Complete the permit

application with the University Project Manager. Permits require submittal of two (2) stamped, signed sets of Construction Documents, including Drawings, Specifications and all Addenda, and one (1) set of each engineering discipline's calculations, where such calculations are required. If CBO determines that submittal conforms to the requirements of the Building Code and other applicable codes, standards, laws, regulations and ordinances, an inspection record card will be issued with the building permit. Keep one stamped set of documents on site. The University will keep one stamped set in the Campus Support plan room.

- F. Suspension or Revocation of Permit: CBO may, in writing, suspend or revoke a permit issued in error or on the basis of submitted information that is incorrect or that is in violation of the Building Code and other applicable codes and standards.
- G. Posting of Permit: Post the Permit in a visible and protected location near the access to the project.
- H. Inspection Record Card: Post the Inspection Record Card next to the permit in a visible and protected location near the access to the project. CBO will make required entries based on inspection of the work.
- I. Inspection Requests:
  - 1. Notify CBO that work is ready for inspection two business days before such inspection is desired by telephoning the number posted on the permit. The CBO retains the right to require requests in writing.
  - 2. A re-inspection fee may be charged for prior rejected items.
- J. Construction Inspections:
  - 1. Contractor is not responsible for costs associated with construction inspections, except reinspections. The CBO or his/her designee will perform all general building, electrical and plumbing inspections. All construction or work for which a permit is required must remain accessible and exposed for inspection purposes. Provide access to and means for inspection of work.
  - 2. Site Utilities: Contact and comply with all requirements of City of Aurora.
  - 3. Plumbing and Electrical Inspections: For new buildings and major additions, contact and comply with all requirements of State of Colorado Plumbing and Electrical Boards.
  - 4. Provisions for structural and other special inspections required by Contract Documents, current approved State Building Codes and University Codes will be provided by the University.
- K. Certification of Occupancy:
  - 1. When CBO inspects the project and finds no violations of any provision of the Building Code, other applicable codes, standards, laws, regulations and ordinances, CBO will issue a Certification of Occupancy (CO) which will contain the following:
    - a. Building permit number.
    - b. Address of building.
    - c. Name and address of Owner.
    - d. Description of building or portion thereof for which certification is issued.
    - e. Statement that described building or portion thereof has been inspected for compliance with the requirements of the Building Code, other applicable codes, standards, laws, regulations and ordinances, as relates to type of occupancy and use for which the building is intended.

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- 2. Temporary Certificate of Occupancy (TCO): If CBO finds no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, CBO may issue a TCO for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- 3. Posting of CO: Provide a copy to the University Project Manager and post in a conspicuous location on the premises. CO may not be removed except by CBO upon initial occupancy.
- 4. Revocation of CO:

# 1.4 MS4 STORM WATER AND WATER QUALITY PERMITS

A. The University has a non-standard MS4 permit for entire Anschutz Medical Campus (AMC) that requires University over-sight of campus construction and its water quality impact. Contractors are required to prepare Storm Water Quality Plans and obtain State of Colorado CDPHE permits for all projects that impact site. In addition, Contractors shall comply with the University MS4 permit requirements, including keeping written record of weekly inspections of Storm Water Quality measures and attaching record to the weekly Progress Meeting minutes. Submit the plan, permits, and evidence of final closeout to University Project Manager who will copy all such storm water documents to University Engineering Department. Coordinate with University Project Manager who will arrange for University Grounds Manager to attend monthly inspections and closeout walk.

# 1.5 APPLICABLE CODES AND STANDARDS

- A. The following approved building codes and standards have been adopted by State Buildings Programs (SBP) as the minimum requirements to be applied to all state-owned buildings and physical facilities including capital construction and controlled maintenance construction projects. Current applicable codes can be obtained from The Office of the State Architect's website.
- B. University of Colorado Denver Codes and Standards: The following codes and standards supplement those indicated on the Office of the State Architect website.
  - 1. The Manual of Guidelines and Standards for Construction Projects
    - a. <u>http://ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx</u>
  - 2. Colorado Rules and Regulations pertaining to Radiation Control, 6 CCR 1007 Part 1-20.
  - 3. Colorado Rules and Regulations pertaining Air Quality Control Commission Regulations, 5 CCR 1001-10, Part B "Asbestos Control."
  - 4. Colorado Rules and Regulations pertaining to Solid Waste, 6 CCR 1007-2.
  - 5. Colorado Rules and Regulations pertaining to Hazardous Waste, 6 CCR 1007-3.
  - 6. Federal Hazardous Waste Regulations, 40 CFR, Parts 260 through 264.
  - 7. Federal Clean Water Act (CWA) is 33 U.S.C § 1251 et seq. (1972).
  - 8. University of Colorado Denver | Anschutz Medical Campus, Asbestos Contaminated Soil Management, Standard Operating Procedure (SOP) Document.
  - 9. NFPA 30: Flammable and Combustible Liquids Code.
  - 10. NFPA 45: Standard on Fire Protection for Laboratories Using Chemicals.
  - 11. NFPA 72: National Fire Alarm and Signaling Code.
  - 12. Life Safety Code (NFPA 101) latest edition.
    - a. Use the most restrictive interpretation where NFPA 101 conflicts with the IBC requirements.

- 13. ANSI/AIHA Z9.5 Laboratory Ventilation latest edition.
  - a. <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>
- 14. ANSI/AIHA Z9.6 Exhaust Systems for Grinding, Buffing and Polishing latest edition.
  - a. <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>
- 15. ANSI/AIHA Z9.10 Fundamentals Governing the Design and Operation of Dilution Ventilation Systems in Industrial Occupancies latest edition.
  - a. <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>
- 16. ANSI/ASHRAE/ASHE Standard 170 Ventilation of Healthcare Facilities latest edition.
- 17. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality.
- 18. OSHA "Safety and Health Regulation for Construction" (29 CFR 1926).
- 19. OSHA "Occupational Safety and Health Standards" (29 CRF 1910).
- 20. American Institute of Architects, Academy of Architecture for Health (AIA AAHA) and Facility Guidelines Institute (FGI), Guidelines for Design and Construction of Hospital and Healthcare Facilities latest edition (FOR PATIENT CARE AREAS ONLY).
- 21. CDC-NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL); latest edition.
- 22. NIH Design Requirements Manual (DRM) latest edition.
  - a. <u>http://orf.nih.gov/PoliciesAndGuidelines/BiomedicalandAnimalResearchFacilitiesDesignPoliciesandGuidelines/DesignRequirementsManualPDF.htm</u>
- 23. NIH Guidelines for Research Involving Recombinant DNA Molecules latest edition.
- 24. ILAR Guide for Care and Use of Laboratory Animals latest edition.
- 25. National Research Council of the National Academies, Institute for Laboratory Animal Research, Division on Earth and Life Studies: Guide for the Care and Use of Laboratory Animals latest edition.
- 26. Uniform Federal Accessibility Standards (UFAS) latest edition.
- 27. Metro Wastewater District's Rules and Regulations, (Sections 6.17 [6.13, 6.14] and 6.18).
- 28. City of Aurora Asphalt and Paving Standards latest edition.
- C. Other Standards: As indicated in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### END OF SECTION 01 41 00

### SECTION 01 42 00

#### REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Definitions.
  - 2. Industry Standards.
  - 3. Abbreviations and Acronyms.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for an explanation of specification and drawing conventions.
  - 2. Section 01 41 00 "Regulatory Requirements" for a list of applicable codes.

### 1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
  - 1. Definitions in this Section are not intended to be complete, exhaustive or exclusive. They are general and apply to the Work to the extent that such definitions are not stated more explicitly in other provisions of the Contract Documents.
- B. "Approved": When used to convey Architect/Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect/Engineer's duties and responsibilities as stated in the Conditions of the Contract. Except where expressly indicated, such approval does not release the Contractor from responsibility to fulfill requirements of the Contract Documents.
- C. "Backup": N+1 system.
- D. "Directed": A command or instruction by Architect/Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- E. "EHS": Environmental Health and Safety.
- F. "Engineer": Architect/Engineer. Other terms including "Mechanical Engineer", "Electrical Engineer", or "Structural Engineer" have the same meaning as "Engineer."

In Paragraph below select appropriate option based on Project delivery method.

- G. "General Conditions": Contract terms contained in Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23.
- H. "General Requirements": Provisions and requirements of all Division 01 Sections as they apply to all aspects of the Work.
- I. "Guarantee": The narrow definition of the term "warranty" applying to both "warranty" and "guarantee" which terms are used interchangeably.
- J. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- K. "Redundant": 2N system. The level of redundancy is determined by design.
- L. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- M. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- N. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- O. "Owner": Principal Representative and/or University.
- P. "Provide": Furnish and install, complete and ready for the intended use.
- Q. "Project Manual": Bound, printed volume or volumes including Conditions of the Contract and Specifications, which may also include bidding requirements, contract forms, details, schedules, surveys, reports or other relevant items that may or may not be Contract Documents.
- R. "Project Site": Space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- S. "Supplementary Conditions": University Special Supplementary General Conditions. Other terms including "Supplementary General Conditions" shall have the same meaning.

#### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
  - 1. Referenced standards take precedence over standards that are not referenced but generally recognized in the construction industry as applicable.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents.

- 1. Updated Codes and Standards: Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, submit Contractor-Initiated Change Order Bulletin and Change Order Proposal in accordance with Section 01 26 00 "Contract Modification Procedures" for consideration to modify contract requirements to comply with revised code or standard.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
  - 2. Where required by individual Specification Sections provide and maintain copies of referenced codes and standards at Project Site.
  - 3. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Architect/Engineer reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- D. Unreferenced Standards: Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.
- E. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

### 1.5 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AABC	Associated Air Balance Council www.aabc.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.americanbearings.org	(202) 367-1155
ACI	American Concrete Institute (Formerly: ACI International) www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association	(972) 506-7216

	www.concrete-pipe.org	
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The) www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(607) 256-3313
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)	
ARI	American Refrigeration Institute (See AHRI)	

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ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers	(800) 527-4723
	www.ashrae.org	(404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers (The) www.asse.org	(847) 699-2929
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWEA	American Wind Energy Association www.awea.org	(202) 383-2500
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWMAC	Architectural Woodwork Manufacturers Association of Canada www.awmac.com	(403) 453-7387
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.gobrick.com	(703) 620-0010

BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)	
BWF	Badminton World Federation (Formerly: International Badminton Federation) www.bwfbadminton.org	60 3 9283 7155
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.electricity.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CFSEI	Cold-Formed Steel Engineers Institute www.cfsei.org	(866) 465-4732 (202) 263-4488
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(404) 622-0073
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
СРА	Composite Panel Association www.pbmdf.com	(703) 724-1128
CRI	Carpet and Rug Institute (The) www.carpet-rug.org	(706) 278-3176
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175

CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(800) 328-6306 (847) 517-1200
CSA	Canadian Standards Association www.csa.ca	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
CWC	Composite Wood Council (See CPA)	
DASMA	Door and Access Systems Manufacturers Association www.dasma.com	(216) 241-7333
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
ECAMA	Electronic Components Assemblies & Materials Association (See ECA)	
EIA	Electronic Industries Alliance (See TIA)	
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (703) 538-1616
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ESTA	Entertainment Services and Technology Association (See PLASA)	
EVO	Efficiency Valuation Organization www.evo-world.org	(415) 367-3643 44 20 88 167 857
FIBA	Fédération Internationale de Basketball	41 22 545 00 00

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	(The International Basketball Federation) www.fiba.com	
FIVB	Fédération Internationale de Volleyball (The International Volleyball Federation) www.fivb.org	41 21 345 35 45
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council U.S. www.fscus.org	(612) 353-4511
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association (See AHRI)	
НММА	Hollow Metal Manufacturers Association (See NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAPSC	International Association of Professional Security Consultants www.iapsc.org	(415) 536-0288
IAS	International Approval Services (See CSA)	
ICBO	International Conference of Building Officials (See ICC)	

ICC	International Code Council www.iccsafe.org	(888) 422-7233 (202) 370-1800
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICPA	International Cast Polymer Alliance www.icpa-hq.org	(703) 525-0511
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America) www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (See IES)	
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 981-0100
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
IGSHPA	International Ground Source Heat Pump Association www.igshpa.okstate.edu	(405) 744-5175
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
Intertek	Intertek Group (Formerly: ETL SEMCO; Intertek Testing Service NA) www.intertek.com	(800) 967-5352
ISA	International Society of Automation (The) (Formerly: Instrumentation, Systems, and Automation Society) www.isa.org	(919) 549-8411
ISAS	Instrumentation, Systems, and Automation Society (The) (See ISA)	
ISFA	International Surface Fabricators Association (Formerly: International Solid Surface Fabricators Association) www.isfanow.org	(877) 464-7732 (801) 341-7360
ISO	International Organization for Standardization www.iso.org	41 22 749 01 11

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ISSFA	International Solid Surface Fabricators Association (See ISFA)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (See CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association) www.wmmpa.com	(800) 550-7889 (530) 661-9591
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.org	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6223 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084

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NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFPA	NFPA International (See NFPA)	
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NHLA	National Hardwood Lumber Association www.nhla.com	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association (See NWFA)	
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400

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NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSPE	National Society of Professional Engineers www.nspe.org	(703) 684-2800
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736
NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PLASA	PLASA (Formerly: ESTA - Entertainment Services and Technology Association) www.plasa.org	(212) 244-1505
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International (Society of Automotive Engineers) www.sae.org	(877) 606-7323 (724) 776-4841
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil	

	Engineers (See ASCE)	
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 293-1995
SMA	Screen Manufacturers Association www.smainfo.org	(773) 636-0672
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SRCC	Solar Rating and Certification Corporation www.solar-rating.org	(321) 638-1537
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWPA	Submersible Wastewater Pump Association www.swpa.org	(847) 681-1868
TCA	Tilt-Up Concrete Association www.tilt-up.org	(319) 895-6911
TCNA	Tile Council of North America, Inc. (Formerly: Tile Council of America) www.tileusa.com	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association, Inc. www.tema.org	(914) 332-0040
TIA	Telecommunications Industry Association	(703) 907-7700

	(Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance) www.tiaonline.org	
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance (See TIA)	
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UBC	Uniform Building Code (See ICC)	
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301 (312) 321-6802
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association (See MMPA)	

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WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 938-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	Deutsches Institut für Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, LLC www.icc-es.org	(800) 423-6587 (562) 699-0543

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce National Institute of Standards and Technology www.nist.gov	(301) 975-4040
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-2664
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FG	Federal Government Publications www.gpo.gov	(202) 512-1800
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925

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HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division http://eetd.lbl.gov	(510) 486-4000
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742
SD	Department of State www.state.gov	(202) 647-4000
TRB	Transportation Research Board National Cooperative Highway Research Program www.trb.org	(202) 334-2934
USDA	Department of Agriculture Agriculture Research Service U.S. Salinity Laboratory www.ars.usda.gov	(202) 720-3656
USDA	Department of Agriculture Rural Utilities Service www.usda.gov	(202) 720-2791
USDJ	Department of Justice Office of Justice Programs National Institute of Justice www.ojp.usdoj.gov	(202) 307-0703
USP	U.S. Pharmacopeia www.usp.org	(800) 227-8772 (301) 881-0666
USPS	United States Postal Service www.usps.com	(202) 268-2000
C f	Standards and Regulations: Where abbreviations and acronyms are Contract Documents, they shall mean the recognized name of the s following list. Names, telephone numbers, and Web sites are subject t ccurate and up-to-date as of the date of the Contract Documents.	tandards and regulations in
CFR	Code of Federal Regulations Available from Government Printing Office www.gpo.gov/fdsys	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-ST	D Federal Standard	

	(See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dsp.dla.mil	
	Available from General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925
	Available from National Institute of Building Sciences/Whole Building Design Guide www.wbdg.org/ccb	(202) 289-7800
MILSPEC	Military Specification and Standards (See DOD)	
USAB	United States Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
USATBCB	U.S. Architectural & Transportation Barriers Compliance Board (See USAB)	

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### END OF SECTION 01 42 00

# SECTION 01 57 13

### **TEMPORARY EROSION AND SEDIMENT CONTROLS**

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Silt fence adjacent to perimeter curb and gutter or as shown on plan.
- B. Straw bales as required or as shown on the plan.
- C. Construction rock vehicle tracking pad.
- D. Other erosion control devices as directed by the Architect, or required for permits to control erosion and sedimentation.
- 1.3 RELATED SECTIONS
  - A. Section 01 33 00 Submittal Procedures.
  - B. Section 31 20 00 Earth Moving.
  - C. Section 33 40 00 Storm Drainage Utilities.
- 1.4 REFERENCES
  - A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
  - B. "Urban Storm Drainage Criteria Manual", Volume 3, Best Management Practices, Urban Drainage and Flood Control District (UD&FCD).

### 1.5 REGULATORY REQUIREMENTS

- A. Contractor shall obtain Erosion Control Permit from authority having jurisdiction (AHJ).
- B. Contractor shall be responsible for preparing report in accordance with local requirements.
- C. All products, installation and maintenance shall be in accordance with the requirements of this specification, and of the Urban Storm Drainage Criteria Manual.

### 1.6 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Identify storm water sumps in a site-specific Storm Water Management Plan (SWMP).

- B. Performance Requirements
  - 1. Provide Best Management Practice (BMP) that provides permanent storm water quality run off control ponds on the University of Colorado Anschutz Medical Campus.
  - 2. Provide Best Management Practice (BMP) for all construction projects for storm water control regardless of size.

### 1.7 SUBMITTALS

- A. Completed Erosion Control Permit Application.
- B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

### 1.8 QUALITY ASSURANCE

- A. Perform work in accordance with the requirements of the local authority having jurisdiction, and of the Urban Storm Drainage Criteria Manual.
- B. Maintain one copy of each document on site.

#### PART 2 - PRODUCTS

#### 2.1 SILT FENCE

A. Provide silt fence with reinforced backing and staking materials required to meet the specifications of the authority having jurisdiction.

# 2.2 CONSTRUCTION ROCK VEHICLE TRACKING PAD

- A. Rock shall consist of CDOT Section #703, AASHTO #3 Coarse Aggregate or 6" (minus) rock unless otherwise specified by local jurisdiction.
- B. A non-woven geotextile fabric shall be installed between the underlying soil and rock per UDFCD.
- 2.3 GENERAL
  - A. All other erosion control devices shall be as specified in the "Urban Storm Drainage Criteria Manual", current edition.

#### PART 3 - EXECUTION

- 3.1 INSTALLATION
  - A. Obtain permit from CDPHE, as required. Coordinate with the University Engineers through the University Project Manager. Refer to 01 41 00 Regulatory Requirements.
  - B. The Authority Having Jurisdiction (AHJ) is the University. All projects voluntarily comply with surrounding municipality.
  - C. Protect storm water inlet grates.
  - D. All erosion control devices shall be installed as specified on the plans, and per the Urban Storm Drainage Criteria Manual unless otherwise specified by the authority having jurisdiction.
  - E. As feasible, install temporary erosion control devices prior to site demolition and rough grading.
  - F. Install remainder of temporary erosion control devices immediately following completion of site demolition and rough grading.

G. Keep temporary erosion control devices in-place until site is landscaped and/or paved.

# 3.2 SITE STABILIZATION

- A. Incorporate erosion control devices indicated at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2:1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
  - 1. During non-germinating periods, apply mulch at recommended rates.
  - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year in accordance with Section 32 92 19 at recommended percent of permanent application rate with no topsoil.
  - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with Section 32 92 19 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

### 3.3 MAINTENANCE / FIELD QUALITY CONTROL

- A. Inspections:
  - 1. Provide weekly inspections.
  - 2. Provide inspections after any storm event.
  - 3. Document all inspections and provide copies to the University Project Manager on a weekly basis.
  - 4. Provide non-oridinary inspections to show corrective action items (if any) were completed with the University.
  - 5. Provide one post-construction acceptance inspection with the University.
- B. Contractor is responsible for tracking maintenance of BMPs on site and maintaining the efficiency of erosion control devices throughout project.
- C. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- D. Remove and replace BMPs that have become damaged, sediment laden or ineffective.

# END OF SECTION 01 57 13

### **SECTION 01 60 00**

#### PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance, if applicable.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
  - 3. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
  - 4. Section 01 42 00 "References" for applicable industry standards for products specified.
  - 5. Section 01 77 00 "Closeout Procedures" for submittal of project warranties.

#### 1.3 DEFINITIONS

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

### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Requests for consideration of comparable products will only be entertained during bidding.
  - 2. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 3. Architect/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation of a comparable product request. Architect/Engineer will notify Contractor of approval or rejection of proposed comparable product.
    - a. Form of Approval: Written Addendum.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.
- B. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or poweroperated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
  - 1. Name of product and manufacturer.
  - 2. Model and serial number.
  - 3. Capacity.
  - 4. Speed.
  - 5. Ratings.
  - 6. Power characteristics (if applicable).
  - 7. UL label or compliance (if applicable).

### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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

#### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. Such disclaimers and limitations do not relieve warranty requirements on Work that incorporates product nor do they relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to University.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for University.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time and Form: Comply with requirements in Section 01 77 00 "Closeout Procedures."
- D. Warranty Requirements:

- 1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the University has benefited from use of the Work through a portion of its anticipated useful service life.
- 4. University's Recourse:
  - a. Written warranties made to the University are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the University can enforce such other duties, obligations, rights, or remedies.
  - b. Rejection of Warranties: The University reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
  - c. The University reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

# PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged, are asbestos free, and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. University reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect/Engineer will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product and provide only products previously approved during bid phase by written Addendum. The determination of equivalence is at the sole discretion of the Architect/Engineer who has no obligation to prove non-equivalence.
  - 7. Mechanical and electrical equipment design and their space requirements are based on the first named item of the Section in which specified or that scheduled on the Drawings. If other than the first named or scheduled item listed for use is selected, modification to other elements of Work may be required. Show all such modification on shop drawings and submittals as appropriate. The cost of such modifications is solely the responsibility of the Contractor.

- 8. Where manufacturers are listed as acceptable for specific proprietary products but precise identification by model, series, or trade name is not specified, submit detailed product information for such products for Architect/Engineer's acceptance prior to ordering. Include specific requirements for modifications to other construction, including but not limited to, power and utility requirements, characteristics, capacities, size and locations. The cost of such modifications is solely the responsibility of the Contractor.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. If proposing a comparable product by another manufacturer, whether named or not, provide a custom product if manufacturer's standard product does not include salient features of the Basis-of-Design product indicated. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - 6. Contractor's Option: Where materials, products, systems or methods are specified to be selected from a list of options, subject to compliance with requirements, the choice of which material, method, product or system will be solely at the Contractor's discretions. There will be no change in Contract Sum or Time because of such choice.
- C. Visual Matching Specification: Where Specifications require "match Architect/Engineer's sample", provide a product that complies with requirements and matches Architect/Engineer's sample. Architect/Engineer's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect/Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect/Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

#### 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Prior to bid, Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will reject request:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

#### END OF SECTION 01 60 00

#### SECTION 01 73 00

#### EXECUTION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of University-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.

#### B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site and procedures related to utility interruptions.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan and Request: Submit plan and request describing procedures at least 21 calendar days prior to the time cutting and patching will be performed.
  - 1. Submit request whenever cutting and patching operation affect:

- a. Work of the University or any separate contractor.
- b. Structural value or integrity of any element of the Project.
- c. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
- d. Efficiency, operational life, maintenance or safety of operational elements.
- e. Visual qualities of sight-exposed elements.
- f. Cutting new openings in existing structural concrete walls, floors and suspended slabs.
- g. Cutting new openings in existing roofs and roofing materials.
- h. Cutting exterior walls.
- i. Cutting into shafts.
- 2. Include the following information:
  - a. Extent: Describe reason for and extent of each occurrence of cutting and patching, including explanation of why cutting and patching operation cannot be reasonable avoided.
  - b. Changes to In-Place Construction: Describe cutting and patching methods and anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - c. Products: List products to be used for patching and firms or entities that will perform patching work.
  - d. Trades: Indicate trades and subcontractors who will perform the work.
  - e. Dates: Indicate when cutting and patching will be performed.
  - f. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - 1) Include description of provisions for temporary services and systems during interruption of permanent services and systems.
    - 2) Comply with requirements of Section 01 10 00 "Summary" related to existing utility and system interruptions.
  - g. Structural Elements: Where cutting and patching structural elements requires the addition of reinforcement, submit details and calculations signed and sealed by an Engineer registered in the State of Colorado. Indicate how new reinforcing will be integrated with original structure.
- 3. Limitations: Approval of cutting and patching request does not waive right of Architect/Engineer or University to later require complete removal and replacement of work found to be unsatisfactorily cut and patched.
- D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.
- E. Final Property Survey: Submit one electronic and two paper copies showing the Work performed and record survey data.
  - 1. Include certified statement that lines and levels of the work comply with the requirements of the Contract Documents and listing authorized or accepted deviations, cross-referenced to Change Order number, where applicable.

#### 1.5 QUALITY ASSURANCE

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

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect/Engineer of locations and details of cutting and await directions from Architect/Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.
    - g. Noise- and vibration-control elements and systems.
  - 4. Visual Elements: Do not cut and patch construction exposed to the exterior or exposed in occupied spaces in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect/Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  - 5. Hazardous Materials: Do not proceed with cutting and patching operations until University has examined existing construction for the presence of asbestos and/or lead-based coatings. Comply with requirements in Section 01 35 00 "Special Procedures."
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect/Engineer for the visual and functional performance of inplace materials.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work. Notify University Project Manager and Architect/Engineer and obtain approval prior to disturbing, moving or penetrating soil.
  - 1. Arrange for locating buried utilities including water and sewer lines within construction limits. Obtain location information and stake all known utilities prior to commencing construction activities.
    - a. Contact Utility Notification Center of Colorado (UNCC), 1-800-922-1987, and comply with UNCC guidelines.
  - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

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

#### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility or University, as appropriate, that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect/Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

#### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect/Engineer promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect/Engineer when deviations from required lines and levels exceed allowable tolerances. Record deviation which are accepted (i.e., not corrected) on record drawings in accordance with the requirements of Section 01 78 39 "Project Record Documents."
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

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- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect/Engineer.

#### 3.4 FIELD ENGINEERING

- A. Identification: University will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect/Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect/Engineer before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

#### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated to the extent they are more explicit or stringent than requirements of the Contract Documents.
- C. Install products at the time and under conditions, including weather that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Isolate each part of complete installation from incompatible material as needed to prevent deterioration.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- G. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned, true and level as applicable, with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect/Engineer.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- J. Attachment to Concrete:
  - 1. No drilled inserts or powder-actuated fasteners are permitted in pre-stressed concrete except as specifically authorized by Contractor and carried out under the direct supervision of its Superintendent.
  - 2. Only those devices with a maximum controlled penetration of 3/4 inch or less will be permitted. Make holes through slabs by means of sleeves placed no closer than 2 inch from tensioning cables. Core drilling will not be permitted unless unavoidable and as specified for cutting and patching in this Section.

- K. Joints: Unless indicated otherwise, make joints of uniform width. Where joint locations in exposed work are required but not indicated, arrange joints for the best visual effect. Confirm arrangement with Architect/Engineer before proceeding. Fit exposed connections together to form hairline joints.
- L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Responsibility: Provide cutting and patching work, including attendant excavation and backfill required to complete the Work or to:
  - 1. Make components fit together properly.
  - 2. Uncover portions of the Work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work or work not conforming to requirements of Contract Documents.
  - 4. Remove samples of installed work as specified for testing.
  - 5. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- C. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- D. Temporary Support: Provide temporary support of work to be cut.
- E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- F. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- H. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

- 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations. Employ methods which will prevent settlement or damage to other work.
- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements, including tolerance, specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.7 UNIVERSITY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for University's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by University's construction personnel.
  - 1. Construction Schedule: Inform University of Contractor's preferred construction schedule for University's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify University if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include University's construction personnel at preinstallation conferences covering portions of the Work that are to receive University's work. Attend preinstallation conferences conducted by University's construction personnel if portions of the Work depend on University's construction.

#### 3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven calendar days during normal weather or three calendar days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
- B. Collection Point: Review location with University and obtain approval.
- C. Site: Maintain Project site free of waste materials and debris.
- D. Wind Blown Debris: Prevent spread of trash, debris, cartons, packing material, or other waste on or off Project site by wind.
- E. Dust: Sprinkle dusty debris with water.
- F. Packing Materials: Immediately after uncrating or unpacking materials or equipment, remove all crating, lumber, excelsior, wrapping or other like combustible materials from building to central collection facility.
- G. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- H. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- I. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- J. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- K. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

- L. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- M. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- N. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- O. Snow and Ice: Remove snow and ice from sidewalks adjacent to site and from access ways to building and construction site.
- P. Streets: At frequency required by University and/or governing authority, clean adjacent and nearby streets of dirt resulting from construction operations.

#### 3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

#### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.

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- 10. Light.
- 11. Radiation.
- 12. Puncture.
- 13. Abrasion.
- 14. Heavy traffic.
- 15. Soiling, staining and corrosion.
- 16. Bacteria.
- 17. Rodent and insect infestation.
- 18. Combustion.
- 19. Electrical current.
- 20. High speed operation.
- 21. Improper lubrication.
- 22. Unusual wear or other misuse.
- 23. Contact between incompatible materials.
- 24. Misalignment.
- 25. Excessive weathering.
- 26. Unprotected storage.
- 27. Improper shipping or handling.
- 28. Theft.
- 29. Vandalism.

#### END OF SECTION 01 73 00

#### **SECTION 01 77 00**

#### **CLOSEOUT PROCEDURES**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures, including Notice of Completion and Final Inspection procedures.
  - 2. Occupancy procedures, including Notice of Approval of Occupancy/Use and University Supplemental Notice of Occupancy and Use List.
  - 3. Final Acceptance procedures, including Pre-Acceptance Checklist and University Supplemental Building/Project Acceptance List.
  - 4. Inspections after completion.
  - 5. Warranties.
  - 6. Final cleaning.
  - 7. Repair of the Work.
- B. Related Requirements:
  - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Section 01 73 00 "Execution" for progress cleaning of Project site.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 01 79 00 "Demonstration and Training" for requirements for instructing University's personnel.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 CLOSEOUT SUBMITTALS

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

C. Field Report: For pest control inspection.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

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

#### 1.6 NOTICE OF COMPLETION AND SUBSTANTIAL COMPLETION PROCEDURES

- A. Procedures and Submittals Prior to Notice of Completion: Complete and submit all of the following items prior to submitting Notice of Completion to Architect/Engineer. Include Contractor's comprehensive list of items to be completed, corrected or not in compliance with the Drawings and Specifications.
  - 1. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's preliminary punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
  - 2. Building Inspection Record: Submit completed record with all required corrections noted.
  - 3. Certificate of Occupancy: Submit Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO).
  - 4. Final Completion Schedule: Submit schedule for performing and completing all work indicated on the Contractor' list of incomplete items.
  - 5. Submit sustainable design documentation.
  - 6. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 7. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 8. Submit test/adjust/balance records.
- B. Final Inspection: Submit Notice of Completion to Architect/Engineer. Upon receipt, Architect/Engineer and University will review and if all items on the University Supplemental Notice of Completion Checklist are complete will, within the timeframe required by the Contract, schedule and make an inspection of the Project to determine whether the Work is substantially complete.
  - 1. Final Punch List: Based on the inspection, Architect/Engineer will prepare a final punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work for any reason.
  - 2. Re-inspection: If the cumulative number of items identified on the final punch list prevents a determination that the work is substantially complete, complete those items and when complete resubmit Notice of Completion. Upon receipt of resubmittal, Architect/Engineer and University will then schedule and make a re-inspection of the Project to determine whether the Work is substantially complete.
- C. Notice of Substantial Completion: When inspection of the Work indicates that the Project is substantially complete and all other Contract provisions required for substantial completion have been satisfied, Architect/Engineer will issue a Notice of Substantial Completion (State Form SBP-07).

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

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor or as approved by Architect/Engineer.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect/Engineer.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. MS Excel and PDF electronic file. Architect/Engineer will return annotated file.

#### 1.8 OCCUPANCY PROCEDURES

A. Procedures and Submittals Prior to Occupancy: Complete and submit all items on both State Form SBP-01 "Notice of Approval of Occupancy/Use" and University Supplemental Notice of Occupancy and Use List.

#### 1.9 FINAL ACCEPTANCE PROCEDURES

- A. Procedures and Submittals Prior to Final Acceptance: Complete and submit all items on both State Form SBP-05 "Pre-Acceptance Checklist" and University Supplemental Building/Project Acceptance List.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 business days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.10 SETTLEMENT AND FINAL PAYMENT

- A. Submit and complete all of the following as a condition precedent to settlement and final payment:
  - 1. All guarantees and warranties.
  - 2. All statement to support local sales tax refunds, if any.
  - 3. Three (3) sets of operation and maintenance manuals.
  - 4. One (1) set of as-built Contract Documents showing all job changes.
  - 5. All demonstration and training completed in accordance with Section 01 79 00.

- 6. All punch list items documented as complete.
- B. Final Certificate of Payment: Submit in accordance with the requirements of Section 01 29 00 "Payment Procedures."

#### 1.11 INSPECTIONS AFTER COMPLETION

- A. Warranty/Guarantee Inspections: During the warranty period, accompany Architect/Engineer and University Representative, and participate in inspection(s) of the Project to identify defective and deficient work at intervals and as required by the Contract.
- B. List of Deficient or Defective Work: Within 10 business days of inspection, Architect/Engineer will provide Contractor with a list of items requiring correction.
- C. Remedial Work: Upon receive of itemized list, immediately correct and remedy deficiencies and defects in a manner satisfactory to the Architect/Engineer and University.

#### 1.12 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties to the Architect/Engineer prior to advertisement of the Notice of Contractor's Settlement. If the Notice of Acceptance designates a commencement date for warranties other than the date of Notice of Acceptance for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. Partial Occupancy: When a designated portion of the Work is completed and occupied or used by the University, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect/Engineer within fifteen (15) calendar days of completion of that designated portion of the Work.
- C. Special Warranties: When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the University through the Architect/Engineer for approval prior to final execution. Refer to individual Specification Sections for specific requirements for special warranties.
- D. Form of Submittal: Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Number of Copies: Two.
  - 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

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F. List of Extended Warranties: Provide a comprehensive list of all manufacturers' standard and special warranties with duration greater than one year after Notice of Acceptance. Organize list into an orderly sequence based on table of contents of the Project Manual.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
  - 2. Do not use sweeping compounds on concrete floors that will leave residue affecting finish floor materials.

#### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations immediately prior to Occupancy for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior finishes to a dirt-free condition, free of grease, dust, stains, films, fingerprints, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Power scrub and power buff resilient flooring surfaces, tile and fluid-applied flooring.
    - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

- 1. Remove labels that are not permanent.
- m. Wipe surfaces of mechanical and electrical equipment, elevator equipment where applicable, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- r. Clean food service equipment to sanitary condition acceptable for intended food service use and approved by authority having jurisdiction.
- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

#### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

#### 3.3 ATTACHMENTS

- A. Samples of the following forms are appended to this Section for reference following End of Section 01 77 00:
  - 1. University of Colorado Denver | Anschutz Medical Campus Supplemental Notice of Occupancy and Use List.

2. University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List.

#### END OF SECTION 01 77 00



### Supplemental Notice of Occupancy and Use List

Project Name & Number:

Contractor:

In addition to completing Notice of Approval of Occupancy / Use (SBP-01), the following items must be completed before Occupancy is approved.

Activity	Date Completed	Remarks
1. Final and formal address posted on the building entries.		
2. A copy of the Contractor's in-progress red line "as-built" drawings has been given to BMO representative & a 2 <sup>nd</sup> copy is provided-for Projects plan room. This is to include landscape drawings showing irrigation installation.		
3. Maintenance, operations and spare parts manuals on all installed equipment.		
4. Notice of Partial Substantial Completion concerning roles/ responsibilities of University and Contractor for security, maintenance, heat, utilities reviewed and accepted.		
5. Manufacturer maintenance, operations and spare parts manuals for fixtures, mechanical, electrical and plumbing.		
6. Hardware-maintenance, operations and spare parts manuals for doors & locks, including roll up doors.		
7. Warranty Dates and Contact list for all Contractors and Suppliers given to BMO.		
8. Transfer utility account from Contractor to Facilities Operations.		
9. Site plan to include first floor main isolation locations and plans for each floor to include main utility shutoffs, for utilities to include water, electrical, steam, sewer, fuel supply, telecom, fiber optic and gasses, identified on a set of drawings.		
10. If Commissioning Report is completed, BMO has reviewed/ commented, including electrical, plumbing, mechanical/ HVAC.		
11. All Contractor provided equipment has new filters & construction filters removed.		
12. Not Used		
13. Elevator equipment rooms insulated and space conditioned for control system requirements.		
14. Testing Certifications provided to BMO for Elevators, Fire Systems & Annunciator Systems.		
15. FSS has been provided with copy of Building Department testing and inspection report for window washing equipment.		
16. Roof walking pads to access equipment are installed.		
17. PM to communicate to fire department via Life Safety Officer that building has transitioned to BMO. Alarms at Anschutz Medical Campus report to University Police Dispatch and at Downtown report to designated monitoring company.		

University Project Manager Date (sign & print name)		University BMO Rep. (sign & print name)	Date	
University FSS Rep (sign & print name)	Date	University Downtown Rep. (If Necessary) (sign & print name)	Date	

# \*Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use. Mark N/A by item if it is not applicable to project 3.1.12



# Supplemental Notice of Occupancy and Use List - Building / Project Acceptance List

Project Name & Number:

Contractor:

In addition to completing Notice of Approval of Occupancy / Use (SBP-01), the following items must be completed before Occupancy is approved.

Activity	Date Completed	Remarks
1. Review State Buildings Pre-Acceptance check list & Notice of Approval of Occupancy / use form with BMO rep & confirm agreement with status		
2. Training for BMO and FSS on installed equipment and systems is completed.		
3. Final and formal address posted on the building entries. Signage in place including monument sign, site signage, exterior and interior signage		
4. Roof walking pads to access equipment are installed.		
5. Plan to include first floor main isolation locations and plans for each floor to include main utility shutoffs, for include water, electrical, steam, sewer, fuel supply, telecom, fiber optic and gasses.		
6. All Contractor provided equipment has new filters & construction filters removed. Attic stock is inventoried, located in secured location, and matches spec. requirements.		
7. Maintenance & operations manuals and spare parts provided to BMO Representative and BMO Archivist; Including at least: fixtures, mechanical, electrical, plumbing, hardware for doors & locks, roll up doors, Spare fire suppression heads, tool & spare fuses		
8. Testing Certifications provided to BMO for Fire Systems & Annunciator Systems. Cabinet in main electrical room includes one complete set for major equipment. Alarms at Anschutz Medical Campus report to University Police Dispatch and at Downtown report to designated monitoring company.		
9. Equipment keys and locks transitioned to Operations, including fire panels, electrical panels, directories and generator panels. Construction cores removed and replaced with permanent cores.		
10. Access control pathways and junction boxes for installed doors, gates, loading docks and roof access complete. <u>*All wiring and hardware completed and</u> <u>electronic security access controls in place and tested by University Electronic Security.</u>		
11. BAS System (Siemens), Energy and Lighting, Fuel Systems, and Power Management must report remotely. Verify with University Engineering. All computers and software required in drawings and specs are received, including for BAS, Energy and Lighting, Fuel Systems, and Power Management, and any specialty software and alarm codes for operating systems.		
12. Notice of Partial Substantial Completion concerning roles/ responsibilities of University and Contractor for security, maintenance, heat, utilities has been reviewed and accepted. Establish list of post construction change orders & track separately from basic project until items are complete – call it Phase 2 to avoid delay on basic project.		

13. Warranty Dates and Contact list for all Contractors and Suppliers given to BMO.	
14. EH&S is provided, as applicable: fume hood certification, water testing certification, hazardous waste compliance certification, radiation compliance certification, BSL3 certification, and all other specialty equipment certification.	
15. All required Regulatory reports, have been provided to BMO, including: Air Emissions; Sewer, including for process diverters, traps, collection tanks, Fuel Storage Tanks and Detection, and Water System tests.	
16. A copy of the Contractor's red line "as-builts" and signed stamped drawings for Fire Detection and Suppression has been given to AE, BMO rep and placed in the Projects plan room. AE will prepare Record Documents. A hard copy of Record Documents will replace the redlines once available in the plan room. Hard copy or electronic copy will be provided to BMO. Electronic copies only will be provided to the Archive Officer.	
17. Electrical system one line diagram framed and mounted in electrical room.	
18. <u>Move-related work items complete including physical move, tours (occupants &amp; police), mail, phone &amp; electrical hook ups for equipment &amp; furniture systems complete &amp; freezers enrolled in University freezer program.</u>	
19. Interior Finishes Binder given to the University Project Manager and an electronic copy given to the Archive Officer.	
20. If Commissioning Report is completed, BMO has reviewed/ commented, including electrical, plumbing, mechanical/ HVAC.	
21. Testing Certifications provided to BMO for Elevators. Elevator tools, including hand tools, computer, proprietary and operational software is received and confirm 1-year service from date of acceptance. Elevator equipment rooms insulated and space conditioned for control system requirements.	
22. FSS has been provided with copy of Building Department testing and inspection report for window washing equipment.	
23. PM notifies University Risk Management that project is transferring to University and notifies Contractor that it can eliminate Builders Risk Insurance. PM to communicate to fire department via Life Safety Officer that building has transitioned to BMO.	
24. Trash receptacles outside the building are in place. If exterior work is applicable: Landscape – Include a walk through with University Grounds for 1) new & established 1-year service date; 2) existing damaged landscape is repaired; and 3) irrigation – zone control test is complete.	
25. Other: TAB Reports for Water and Air.	

University Project Manager (sign & print name)

Date

University BMO Rep. (sign & print name)

Date

University FSS Rep (sign & print name)

Date

\*Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use. Mark N/A by item if it is not applicable to project



# Supplemental Building / Project Acceptance List

Project Name & Number:

Contractor:

In addition to completing Pre-Acceptance Checklist (SBP-05), the following items must be completed before Final Acceptance.

Activity	Date Completed	Remarks
1. Review State Buildings Pre-Acceptance check list & Notice of Approval of Occupancy / use form with BMO rep & confirm agreement with status		
*2. Establish list of post construction change orders & track separately from basic		
project until items are complete – call it Phase 2 to avoid delay on basic project		
3. O & M Manuals given to BMO Representative and BMO Archivist (2 hard copies and 1 electronic total)		
*4. Record Documents – a hard copy of plans and specifications are provided for plan room & given to BMO & electronic auto cad & specs are given to Archive Officer (Art Steinman) this is to include landscape drawings showing irrigation installation.		
Fire Alarm and suppression system shall have record drawings produced by the contractor and shall include PDFs and native graphic files, and CAD files include graphics maps and Fireworks graphics.		
*5. Final Site Walk is completed with University Grounds Supervisor. Drain barriers are removed and storm drains cleared. MS4 storm water plan, CDPHE permits, and evidence of final closeout received by Project Manager and all copied to University Engineering Division.		
*/**6. <u>Move-related work items complete including physical move, tours</u> (occupants & police), mail, phone & electrical hook ups for equipment & furniture systems complete & freezers enrolled in University freezer program.		
7. If exterior work is applicable: Landscape – Include a walk through with University Grounds for 1) new & established 1-year service date; 2) existing damaged landscape is repaired; and 3) irrigation – zone control test is complete.		
8. Attic stock, matches spec. requirements, is located in secured location, and is inventoried.		
9. Electrical system one line diagram framed and mounted in electrical room.		
10. Spare fire suppression heads in cabinets and tool: cabinet in main electrical room includes one complete set of spare fuses for major equipment.		
11. Contractor keys issued by University BMO returned to University Key Shop via PM/ BMO Rep.		
12. Interior Finishes Binder given to the University Project Manager: (Two hard copies)		

13. Not Used	
14. Not Used	
15. Safety grating in pipe chases in place.	
16. Signs in place including monument sign, building exterior and site signage and building interior signage.	
17. All applicable reports, including Air Emission reports; Sewer Reports, including for process diverters, traps and collection tanks; Fuel Storage Tank and Detection reports; and Water System tests and reports provided to BMO via PM and BMO Rep.	
18. Not Used	
19. Not Used	
20. Not Used	
21. Not Used	
22. If commissioning is included for project, Commissioning Agent certification is received by BMO via PM and BMO Rep.	

University Project Manager (sign & print name)		Date	University BMO Rep. (sign & print name)	Date
University FSS (sign & print name)	Date		University Downtown Rep (if necessary) (sign & print name)	Date

\*Warranty dates are not subject to completion of these items by contract \*\* Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use. Mark N/A by item if it is not applicable to project

3.1.12

#### SECTION 01 78 23

#### **OPERATION AND MAINTENANCE DATA**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Systems, subsystems, and equipment operation and maintenance manuals.
  - 3. Product maintenance manuals.
  - 4. Emergency manuals.
  - 5. Framed operating and maintenance instructions.
- B. Related Requirements:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Section 01 91 13 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

#### 1.3 DEFINITIONS

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

#### 1.4 CLOSEOUT SUBMITTALS

- A. Schedule: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 calendar days before commencing demonstration and training. Architect/Engineer will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.
- B. 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/Engineer.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
- b. Compile entirely from documents with searchable text.
- c. Enable inserted reviewer comments on draft submittals.
- 2. Paper copies. Assemble in accordance with the requirements of this Section.
  - a. Submit three final copies, one to be retained by the Architect/Engineer and two to be retained by the University.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 calendar days before commencing demonstration and training. Architect/Engineer will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.

#### PART 2 - PRODUCTS

# 2.1 GENERAL REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Intent: Prepare data in form of an instructional manual for use by University personnel.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- C. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of University.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect/Engineer.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect/Engineer that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- G. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
- H. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in minimum 1 inch and maximum 2 inch thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20 lb., white bond paper.
  - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 2.2 SYSTEMS, SUBSYSTEMS AND EQUIPMENT OPERATION AND MAINTENANCE MANUALS

A. General: Provide operation and maintenance manuals where indicated in individual Specification Section and the following:

- 1. Heating, ventilating and air-conditioning equipment and systems.
- 2. Plumbing equipment and systems.
- 3. Special piping equipment and systems.
- 4. Electrical distribution systems.
- 5. Standby generator systems.
- 6. Communications systems.
- 7. Fire alarm and detection systems.
- 8. Underground sprinkler systems.
- 9. Automatic entrances.
- 10. Food service equipment.
- 11. Elevators.
- 12. Other special construction and conveying systems.
- B. Operation Content: In addition to requirements in this Section, include operation data required in individual Specification Sections.
  - 1. Additional Operation Content Required:
    - a. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
    - b. Performance and design criteria if Contractor has delegated design responsibility.
    - c. Operating standards.
    - d. Operating procedures.
    - e. Operating logs.
    - f. Wiring diagrams.
    - g. Control diagrams.
    - h. Piped system diagrams.
    - i. Precautions against improper use.
    - j. License requirements including inspection and renewal dates.
  - 2. Descriptions: Include the following:
    - a. Product name and model number. Use designations for products indicated on Contract Documents.
    - b. Manufacturer's name.
    - c. Equipment identification with serial number of each component.
    - d. Equipment function.
    - e. Operating characteristics.
    - f. Limiting conditions.
    - g. Performance curves.
    - h. Engineering data and tests.
    - i. Complete nomenclature and number of replacement parts.
  - 3. Operating Procedures: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Instructions on stopping.
    - f. Normal shutdown instructions.
    - g. Seasonal and weekend operating instructions.
    - h. Required sequences for electric or electronic systems.
    - i. Special operating instructions and procedures.

- 4. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- 5. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
- C. Maintenance Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
  - 1. Source Information: Provide the following information in a list for each product included in manual:
    - a. Name, address, and telephone number of Installer or supplier and maintenance service agent.
    - b. Name, address, and telephone number of local source for supply of replacement parts.
    - c. Name, address, and telephone number of maintenance contractor, where appropriate.
    - d. Cross-reference Specification Section number and title.
    - e. Drawing or schedule designation or identifier where applicable.
  - 2. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
    - a. Standard maintenance instructions and bulletins.
    - b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
    - c. Identification and nomenclature of parts and components.
    - d. List of items recommended to be stocked as spare parts.
  - 3. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
    - a. Test and inspection instructions.
    - b. Troubleshooting guide.
    - c. Precautions against improper maintenance.
    - d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
    - e. Aligning, adjusting, and checking instructions.
    - f. Demonstration and training video recording, if available.
  - 4. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
    - a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
    - b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
  - 5. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
  - 6. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
  - 7. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

- a. Include procedures to follow and required notifications for warranty claims.
- b. Include information sheet covering proper procedures in event of failure and instances which might affect validity of warranties and bonds.

#### 2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Separate into two manuals: one for exterior moisture protection products and those exposed to weather and one for interior products. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: Provide the following information for each product included in manual:
  - 1. Name, address, and telephone number of Installer or supplier and maintenance service agent.
  - 2. Cross-reference Specification Section number and title.
  - 3. Drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

#### 2.4 EMERGENCY MANUALS

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

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

#### 2.5 FRAMED OPERATING AND MAINENANCE INSTRUCTIONS

- A. All mechanically and electrically operated equipment and controls shall be provided with legible and complete wiring diagrams, schematics, operating instructions, and pertinent preventative maintenance instructions in a sturdy frame with clear glass or plastic cover. Use non-fading, permanent media.
- B. Locate frames in the same room or service enclosure as equipment, or in the nearest mechanical or electrical room.

PART 3 - EXECUTION (Not Used)

#### END OF SECTION 01 78 23

#### SECTION 01 78 39

#### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Record Samples.
  - 5. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 01 73 00 "Execution" for final property survey.
  - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 CLOSEOUT SUBMITTALS

- A. General: Submit record drawings with duplicate original transmittal letters containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Certification that each document as submitted is complete and accurate.
  - 5. Signature of authorized representative of the Contractor.
- B. Record Drawings: Submit copies of record Drawings as follows:
  - 1. Submit three paper-copy sets of marked-up record prints, two copies will be retained by the University and one copy retained by the Architect/Engineer.
  - 2. Submit three paper-copy sets and three digital copies on CD of electronic files for all delegateddesign submittals. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- C. Record Specifications: Submit three paper copies of Project's Specifications, including addenda and contract modifications. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

- D. Record Product Data: Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- F. Interior Finishes Binder: Three copies. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

#### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
    - f. Mark using line types and symbols conforming to Contract Documents.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities referenced to permanent surface improvements.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities referenced to visible and accessible features of structure.
    - j. Locations of concealed valves, dampers, controls, balancing devices, junction boxes, cleanouts, and other items requiring access or maintenance.
    - k. Changes made by Change Order.
    - 1. Changes made following Architect/Engineer's written orders.
    - m. Details not on the original Contract Drawings.
    - n. Field records for variable and concealed conditions.

- o. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark additional information important to University that was either shown schematically or omitted from original Drawings.
- 6. Note Change Order numbers, and similar identification, where applicable.
- B. Record Delegated Design Electronic Files: For all delegated design submittals, including but not limited to landscape irrigation, fire alarm and fire sprinkler plans, prepare electronic files in full compliance with University of Colorado Denver | Anschutz Medical Campus Guidelines and Design Standards, Part 1.0, Paragraph "Drawing Production Standards."
- C. Identification: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect/Engineer.
    - e. Name of Contractor.

#### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to substitutions, selection of options, and similar information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders where applicable.
  - 4. Maintain one complete copy of all Addenda, Change Orders and other written change documents in printed form during construction.

#### 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Directory: Include record Product Data directory organized by Specification Section number and title.

University of Colorado Denver | Anschutz Medical Campus Breckenridge Parking Lot Improvements

C. Product List: Update and record any changes to Product List submitted in accordance with Section 01 60 00 "Product Requirements", including any changes to brand, model, subcontractor, or Installer so that final list reflects materials, equipment and systems incorporated into the Work.

#### 2.4 RECORD SAMPLES

- A. Prior to Final Acceptance, meet with University Project Manager and Architect/Engineer at site to review and identify which submitted samples maintained during the progress of the Work are to be transmitted to the University.
- B. Deliver selected samples to storage area identified by University.
- C. Finishes Binder: Three-ring notebook or notebooks, organized by Specification Section number, providing a listing and description of all material finishes on the Project and including a minimum 6 inch by 6 inch sample thereof to accompany the description. Accompany each material selection indicated with the following:
  - 1. Manufacturer and product name.
  - 2. Pattern name and number, as applicable.
  - 3. Color name, as applicable.
  - 4. Any additional information required to order replacement product.

#### 2.5 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
  - 1. Include manufacturer's certifications, field test record, copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments and similar documents.
- B. Directory: Include miscellaneous record submittals directory organized by Specification Section number and title.

#### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project. Update at least weekly.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect/Engineer's and University's reference during normal working hours.

#### END OF SECTION 01 78 39

# ASBESTOS-CONTAMINATED SOIL MANAGEMENT

# STANDARD OPERATING PROCDURE DOCUMENT

# UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS

Prepared for



University of Colorado Denver



February 26, 2010

### **≜**Walsh

WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC 4888 Pearl East Circle, Suite 108 Boulder, Colorado 80301 (303) 443-3282

Project Number: 4299-630

## UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS (AMC) ASBESTOS-CONTAMINATED SOIL MANAGEMENT STANDARD OPERATING PROCEDURE DOCUMENT

February 26, 2010

Prepared for:

University of Colorado Denver Anschutz Medical Campus

Jom M Butto

Prepared by:

Tom Butts State of Colorado Certified Asbestos Project Designer

Submitted by WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC 4888 Pearl East Circle, Suite 108 Boulder, Colorado 80301 (303) 443-3282

WALSH Project Number: 4299-630

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## University of Colorado Anschutz Medical Campus Asbestos-Contaminated Soil Management Standard Operating Procedure Document

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## Attachments

Attachment #1	ACS Classification and AMC Boundary Site Drawing (and Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

### 1 Purpose

This Standard Operating Procedure (SOP) document provides written standard operating procedures that are the minimum requirements for the proper training, handling, packaging, and disposal of asbestos-contaminated soil (ACS) during soil disturbing activities at the Anschutz Medical Campus (AMC) of the University of Colorado Denver (UCD). This SOP document provides specific procedures for the "**management**" of asbestos contaminated soil to remove only that asbestos contaminated soil, necessary to perform the work. Where "**remediation**" is intended to remove the full extent and depth of asbestos contaminated soil for a specific area, refer to the attached *Soil Sampling and Analysis* procedures provided as a supplement to this SOP in Attachment #4 and *Remediation* procedures provided as a supplement to this SOP in Attachment #5 of this document. The SOP was prepared for CDPHE review and approval to allow AMC to use this SOP for management of the discovered ACS rather than preparing a site specific soil characterization and management plan (SCMP) each time ACS is discovered at ACM. This document is intended for use by those directly involved with soil disturbing activities on the campus, and those who provide management/supervision of these soil disturbing activities.

UCD AMC is part of the University of Colorado and is a 227-acre campus devoted to biomedical education, patient care, and drug development is located in Aurora, Colorado on the site of the former Fitzsimons Army Medical Center. The campus is located on the north side of Colfax Avenue, between Peoria Street and Fitzsimons Parkway.

## 2 Scope

The procedures provided in this document shall apply to all personnel and all activities involved with the disturbance of soil known to contain asbestos material or soil that may reasonably be considered to contain asbestos material.

Organization	Role/Responsibility	Contact Information
UCD – Facilities Management	Project Management	Ken Neeper, Manager Infrastructure Development,
		Phone: 303.724.0249 Email: <u>Ken.Neeper@UCDenver.edu</u>
UCD – Environmental Health	Environmental Compliance – Health and	Christina Aguilera
and Safety Division	Safety	Phone: 303.724.0242 Email: <u>Christina.Aguilera@ucdenver.edu</u>
CDPHE HMWMD	Regulatory Agency	Jeff Swanson – Remediation and Restoration Unit – Federal Facilities Program Phone: 303.692.3416 jrswanso@cdphe.state.co.us
Non-ACS Excavation Contractor	As needed excavation of non-ACS soil in accordance with this plan	To be determined as needed
ACS Excavation Contractor	As needed removal of ACS in accordance with this SOP	To be determined as needed
ACS Consultant	As needed ACS Consulting (soil characterization, remediation oversight, soil spotting, air monitoring)	To be determined as needed

## **3** Primary Contacts, Roles and Responsibilities

### 4 Definitions and Abbreviations

#### 4.1 Abbreviations

ACM ACS AMC AMS CDPHE GIS GPS MPH NESHAP NIOSH OSHA PCM PLM PDE	Asbestos-containing materials Asbestos-contaminated soil Anschutz Medical Campus Asbestos Air Monitoring Specialist, CDPHE Certified Colorado Department of Public Health and Environment Geographic information system Geographic positioning system Miles per hour National Emissions Standards for Hazardous Air Pollutants National Institute of Occupational Safety and Health Occupational Safety and Health Administration Phase Contract Microscope Polarized Light Microscopy Daragnal Protective Equipment
PLM	Polarized Light Microscopy
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure

#### 4.2 Definitions

"Air Monitoring Specialist" means a person who performs air monitoring referred to in this guidance and who is certified to perform air monitoring in accordance with Air Regulation No. 8, Part B.

**Asbestos Soil Inspector** means a person certified in accordance with Air Regulation No. 8, Part B, to perform asbestos inspection and sampling, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections.

"Asbestos Supervisor" means a person who has been certified as an asbestos Supervisor in accordance with Air Regulation No. 8, Part B.

"Asbestos Project Designer" or "Project Designer" means a person who has been certified as an asbestos Project Designer in accordance with Air Regulation No. 8, Part B.

"Adequately wet" means sufficiently mix or penetrate with liquid to completely prevent the release of particulate material and fibers into the ambient air. If visible emissions are observed coming from asbestos-contaminated soil or asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet. Guidance on determining when a material is adequately wet can be found in EPA's *Asbestos NESHAP Adequately Wet Guidance*, EPA 340/1-90-019 (December 1990).

"Asbestos" means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), amosite (cummingtonite-grunerite), anthophyllite, and actinolite-tremolite.

"Asbestos-contaminated soil" means soil containing any amount of asbestos.

"Asbestos waste" means any asbestos-containing material whether it contains friable or nonfriable asbestos, that is not intended for further use. This term includes but is not limited to asbestos mill tailings, asbestos from pollution control devices, and containers that contain asbestos.

"Asbestos-containing material" means any material that contains more than one percent (1%) asbestos by weight, area or volume.

"Consultant" refers to entity contracted to perform training, inspections, and air monitoring related to soil disturbing activities in accordance with the SOP.

"Contractor" refers to entity contracted to perform soil disturbing activities in accordance with the SOP.

**"Facility Component"** means any component associated with a structure, installation, or building and includes buried utilities, tanks, structures or other installations.

**"Friable"** means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

"Leak tight" means that solids, liquids, or gases cannot escape or spill out. It also means dust tight.

"Mechanical" means operated or produced by mechanism or machine. This may include, but shall not be limited to, an excavator, backhoe, grader, tiller, auger, or hand shovel.

"Nonfriable" means material which, when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.

"**Remediation**" or "**Remediate**" means a cleanup or removal to prevent or minimize the possible current or future release of hazardous substances to prevent an unacceptable threat to present or future public health, welfare or the environment.

**"Site"** or **"solid waste disposal site"** means the location for a facility chosen based upon geologic, hydrogeologic and operational considerations. For the purpose of Section 5.5 of the Solid Waste Regulations "site" means the area or areas where soil-disturbing activities are occurring or will occur.

"Soil-disturbing activities" means excavation, grading, tilling, or any other mechanical activity used to disturb the soil.

"Visible emissions" means any emissions which are visually detectable without the aid of instruments, coming from material containing asbestos, asbestos waste, asbestos-contaminated soil, or from handling and disposal of asbestos waste, material containing asbestos or asbestos-contaminated soil.

"Work Area" means the area where soil disturbing activities are occurring. For asbestos contaminated soil disturbance, Work Area also means the regulated/controlled area boundary.

### **5** Disclosure due to Potential to Encounter ACS

The Anschutz Medical Campus (AMC) formerly the Fitzsimons Army Medical Center contained numerous buildings, some of which had been demolished and buried by the Army prior to property transfer to UCD. During development of the site by UCD, buried asbestos-containing materials located on building components (primarily direct buried steam lines, etc) and areas of asbestos-contaminated soil (asbestos debris in soil from prior building demolition, etc) have been discovered on the site. Based on excavation activities to date, these occurrences can be characterized as localized. Based on historical findings, the potential to encounter ACS on the AMC campus fall into one of the three following categories:

- 1. **Known ACS Area** An area that is classified as having known ACS is one that has confirmed asbestoscontaining material in the soil identified either from subsurface intrusive investigation, or from visual observation on the surface, in sidewalls, embankments, etc. This excavation is conducted by properly trained personnel in accordance with the provisions of this SOP.
- 2. Moderate to High Potential ACS Area- An area that is classified as having a moderate potential for encountering ACS is one based on historical review that asbestos material may be encountered in the soil where non-suspect construction debris has been observed historically, including wood, concrete, brick and metal components. An area that is classified as having a high potential for encountering ACS is one based on historical review that suspect asbestos material is likely to be encountered in the soil where suspect asbestos construction debris has been observed historically. Areas of Moderate to High Potential for encountering ACS may necessitate additional characterization using surface and subsurface visual inspection methods. For areas of Moderate to High Potential ACS, soil excavation activities shall be observed by an asbestos building inspector with 6 months asbestos in soil experience (asbestos soil inspector). For areas of Moderate to High Potential ACS "On-the-job" ACS awareness training shall be provided to workers directly involved with soil-disturbing activities.
- 3. Low Potential ACS Area- An area that is classified as having a low potential for encountering ACS is one in which historical review does not identify buildings or structures that previously existed at the site, utility corridors, other waste materials, or other indications that asbestos may exist on the site. A site classified as

having a low potential for encountering ACS would not be a "reason to believe that visible asbestos may be encountered." Sites with a low potential for encountering ACS would not necessitate additional characterization, spotting, "on-the-job" awareness training, or other special provisions. However, if construction debris or potential ACM is encountered during the course of soil disturbance, then the area would become a moderate to high potential ACS area and will be subject to awareness training, soil spotting and other provisions as described in this SOP.

Asbestos debris in soil at AMC can consist of friable asbestos debris (pipe insulation, etc), nonfriable asbestos debris (floor tile and cement asbestos sheet used on roofs, etc), or a combination of both. Asbestos debris may be limited to a few small pieces that are removed under limited quantity discovery" procedures, or may be in a more extensive "debris field" that will be removed under "significant discovery procedures" as described in Sections 11 and 12 of this SOP.

Upon the discovery of any suspected construction debris material, the contractor shall immediately stop excavation activities in that area, and notify the UCD project manager so the condition can be inspected to determine if asbestos contaminated soil is present. These determinations will be made by an asbestos soil inspector which is an EPA accredited and CDPHE certified asbestos building inspector with 6 months soil inspection experience. Where asbestos contaminated soil is identified, this material shall be removed by a qualified contractor with properly trained personnel, in accordance with applicable regulations and procedures described in this SOP.

### 6 Regulatory Summary and Regulatory References

# 6.1 CDPHE Hazardous Materials Waste Management Division (HMWMD) – "Asbestos Contaminated Soils" not associated with the "Built Environment"

To address asbestos in soil, the Colorado Department of Public Health and Environment's Hazardous Materials and Waste Management Division (HMWMD) has established specific management requirements for asbestos-contaminated soil under Section 5.5 of the Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2). Disposal of ACM, and work done in asbestos-contaminated soil (ACS), must comply with this regulation. The requirements of Section 5.5 of the Solid Waste Regulations apply to the owner or operator of any property with asbestos-contaminated soil at which soil-disturbing activities are occurring or planned for any area containing asbestos-contaminated soil. The requirements of Section 5.5 are triggered when the owner or operator has reason to believe or suspect the presence of asbestoscontaminated soil at a site, (through confirmation by analysis of observed material that is suspected of containing asbestos), or has reason to believe or suspects that visible asbestos will be encountered. An owner or operator that has no reason to know of or suspect asbestoscontaminated soil at a site does not have a duty to sample or otherwise investigate for asbestoscontaminated soil prior to commencing excavation, or other soil disturbing activities, at the site. It is important to understand that there is no language in the Solid Waste Regulations that requires an owner or operator to perform soil-disturbing activities, or to remediate asbestos-The regulations include specific requirements that apply if asbestoscontaminated soil. contaminated soil is disturbed or will be disturbed.

To supplement the regulation, CDPHE developed a guidance document intended to provide direction to contractors, consultants and property owners who are involved in soil disturbing activities in areas with known or suspected asbestos-contaminated soil, or where asbestos-contaminated soil is discovered. The guidance is meant to assist in compliance with the Solid Waste Regulations, and where applicable, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B - Asbestos).

# CDPHE Solid Waste Regulations identify two methods for addressing ACS, **Management** and **Remediation**.

- 1. **Management** is the removal of only that asbestos-contaminated soil necessary to perform the work, without the intent to remove additional soil outside the scope, even where observed. Management of soil in place is included under this activity. Under management, post removal soil sampling is recommended but not required for soil management actions.
- 2. **Remediation** is the planned removal of all asbestos-contaminated soil, removing soil beyond a particular scope of work to remove visible and analytical documented presence of asbestos. Under remediation, clearance soil sampling is required.

Both Management and Remediation approaches require CDPHE approval of a site specific soils work plan or a standard operating procedures (SOP) plan.

Remediation would be the appropriate action where a "No Further Action" letter is sought from CDPHE, or where a consent order has been issued by CDPHE, or when "closure" documentation is desired, as Management is the more accepted cost effective option to address soil contamination where this "No Further Action" is not required.

Remediation of asbestos-contaminated soil is not required under the Solid Waste Regulations, but may be conducted in accordance with Section 5.5.5 of the Regulations. It should also be noted that sampling of asbestos-contaminated soil is not required under Section 5.5 of the Solid Waste Regulations; however, the information that can be gained from sampling may be beneficial for many projects. In addition, when conducting remediation required by CDPHE (consent order, etc), sampling may be necessary to demonstrate that cleanup objectives have been met. Remediation will only be conducted at AMC where it is the intent to remediate and/or receive a no further action letter.

In accordance with Section 5.5.2 of the Solid Waste Regulations, the following projects are exempt from the requirements of Section 5.5 of the Solid Waste Regulations, but may be subject to other sections of the Solid Waste Regulations or other regulatory programs:

- 1. In situations where the soil contains solely nonfriable material containing asbestos, that has not been rendered friable, the nonfriable material can be removed from the soil and properly disposed in accordance with Section 5.2 of the Solid Waste Regulations. The surrounding soil would not be considered to be asbestos-contaminated soil, and therefore would not be subject to the requirements of Section 5.5 of the Solid Waste Regulations. The determination that a material is nonfriable must be made by an asbestos Building Inspector who has been certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections (see Section 8.3Worker Training).
- 2. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to asbestos abatement of facility components (including pipes, ducts and boilers) conducted in accordance with AQCC Regulation

No. 8, Part B. However, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.

- 3. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to spill response activities that are subject to the requirements of AQCC Regulation No. 8, Part B. As above, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.
- 4. Ambient occurrences of asbestos that are not due to site-specific activities. Ambient occurrences of asbestos may include, but are not limited to, naturally occurring asbestos or the distribution of asbestos from normal wear of automotive products.
- 5. Projects involving excavations with a total volume of less than 1 cubic yard of soil using low-emission excavation methods such as hand held tools or light equipment.

The exemption for asbestos abatement projects conducted under AQCC Regulation No. 8, Part B, includes asbestos debris that may come into contact with soil during demolition of structures with asbestos-containing materials and materials containing trace amounts of asbestos (including trace soil in crawlspaces, loose fill vermiculite, etc) that can legally remain during demolition and be disposed of as normal demolition debris. Any asbestos debris left behind after the completion of a demolition project and associated site cleanup, would be subject to the requirements of Section 5.5 of the Solid Waste Regulations if disturbed in the future.

#### **6.2 EPA, OSHA DOT and CDPHE Air Pollution Control Division (APCD)** *"Asbestos/Asbestos Contaminated Soils" associated with the "Built Environment"*

The Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA) and the Colorado Department of Public Health and Environment (CDPHE) define asbestos-containing material (ACM) as any material containing greater than 1% asbestos as asbestos-containing material. EPA, OSHA and CDPHE define *friable* materials as those materials that can be crumbled or reduced to powder by hand pressure, whereas nonfriable materials cannot. Friable materials are more likely to be released into the air, especially during renovation and demolition of the building. Under EPA and CDPHE regulations, certain types of nonfriable materials (such as tar impregnated roofing and vinyl asbestos floor tile) may remain during normal demolition (provided these materials remain nonfriable during the demolition process) and also may be disposed of as normal demolition debris. In addition drywall joint compound that contains greater than 1% asbestos may remain in a building for demolition and disposal as normal demolition debris provided the joint compound was not used as a surfacing material and the composite result of the drywall and joint compound reported less than 1% asbestos. Additionally, materials containing trace to 1% are not subject to EPA and CDPHE regulations and may remain in a building during demolition and may be disposed of as normal demolition debris. Under these provisions, it is common for asbestos to remain in a building for demolition and for subsequent disposal as normal demolition debris.

ACM is subject to the EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPs) Regulations for Asbestos (40 CFR Part 61) which includes specific provisions for renovation and demolition projects pertaining to the "built" environment, and disposal of asbestos-containing waste material. ACM is subject to the EPA Toxic Substances Control Act (TSCA) which includes provisions for training and certification for asbestos remediation and consulting activities. The CDPHE is presently responsible for administering the EPA NESHAP and TSCA program for Colorado.

ACM is subject to OSHA Construction Industry Standard for Asbestos (29 CFR Parts 1910.1101). Materials containing 1% or less asbestos may be subject to OSHA regulations under certain classes of work activity, or if air concentrations are at or above the personal exposure limit (PEL) of 0.1 f/cc or the excursion limit of 1.0 f/cc. The OSHA asbestos standard includes provision for hazard communication, training, exposure assessment, respiratory protection, engineering controls, medical evaluations, and other provisions.

ACM is subject to Department of Transportation (DOT) regulations for packaging, labeling and transportation of asbestos under 49 CFR Part 173.

ACM is subject to applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. The term **Abatement** is defined by the CDPHE under the Air Pollution Control Division Regulation 8, and includes the removal of asbestos-containing materials covering facility components, which includes discovery wrapped steam line found below grade, transite<sup>®</sup> water pipe, or an abandoned buried boiler covered with asbestos. Removal of asbestos in soil associated with facility components would be subject to the requirements under CDPHE Air Pollution Regulation 8, including contractor licensing, worker certifications, permitting, etc.

- 1. Removal of asbestos-containing material on a facility component, that is located on or in soil that will be disturbed, shall be conducted (as stipulated under Section 5.5 of the Solid Waste Regulations), in accordance with work practices in AQCC Regulation No. 8, Part B, Section III.O, but is not subject to the permit requirements of AQCC Regulation No. 8, Part B, as long as the total quantity of asbestos-containing material is below the following trigger levels:
  - a) 260 linear feet on pipes,
  - b) 160 square feet on other surfaces, or
  - c) The volume equivalent of a 55-gallon drum.
- 2. Removal of asbestos-containing material on a facility component with asbestos quantities above the trigger levels is subject to the notification, permit, and abatement requirements of AQCC Regulation No. 8, Part B, and is therefore outside the scope of Section 5.5 of the Solid Waste Regulations, as provided in Section 5.5.2(B) of the regulations.
- 3. Removal of pieces of asbestos-containing material, that are not on a facility component, and are located on or in soil that will be disturbed, shall be conducted under Section 5.5 of the Solid Waste Regulations, in accordance with work practices in AQCC Regulation No. 8 Part B, Section III.O. The removal activities would not be subject to the permit requirements of AQCC Regulation No. 8, Part B.

Under EPA NESHAPs/CDPHE APCD regulations, the primary consideration under this SOP is adherence to CDPHE APCD Regulation 8 requirements for the discovery of asbestos-containing materials on buried facility components such as piping, boilers, etc and the proper removal in accordance with the EPA NESHAPs and CDPHE APCD regulations. Under CDPHE APCD regulations, secondary consideration under this SOP is the proper removal of all construction debris including nonfriable materials allowed to remain during demolition, asbestos-containing joint compound (where composite result reported less than 1%) and trace-1% asbestos materials. Where demolition debris is allowed to remain after demolition activities have been completed, any presence of asbestos in the soil would then be subject to the CDPHE HMWD ACS regulations. This issue is addressed in more detail in Section 13 (Special Considerations) of this SOP.

All work on asbestos-containing materials (ACM) must comply with the applicable requirements of EPA, OSHA, DOT and CDPHE APCD asbestos regulations.

#### 6.3 References

- CDPHE. 2006. Asbestos-Contaminated Soil Guidance Document. Prepared in draft form April 2006 by the Hazardous Materials and Waste Management Division.
- CDPHE. 2006. Asbestos-Contaminated Soil Regulations. Section 5.5 of the Hazardous Materials and Waste Management Division's Regulations Pertaining to Solid Waste Disposal Sites and Facilities
- CDPHE. 2008, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B Asbestos).
- OSHA. Construction Industry Standards for Asbestos. 29 CFR 1926.1101

### 7 Classification of Types of Soil Disturbing Activities

The following are the classifications of soil disturbing activities under this SOP.

- 1. "Localized Limited Quantity Shallow Hand Digging- This covers localized limited quantity (less than 1 cubic yard of soil) shallow hand digging from surface to 24 inches in depth, that is typical in the normal day-to-day operations of the campus, including sprinkler repair, planting shrubs and small potted plants, and installing fence posts/signs, etc.
- 2. "Small Scale" Localized Hand/Equipment Excavation- This covers deeper (greater than 24 inches) localized excavation generating greater than 1 cubic yard of soil, and includes hand digging or small/light equipment (backhoe, mini excavator, tree planters, min-excavators, and hole drilling augers, etc) for minor utility repair, tree planning, etc. With these types of excavations, the work is a very short (day duration), and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation.
- 3. "Moderate Scale" Localized Equipment Excavation This covers larger scale "localized" excavations that involve trenching or pothole excavation typically to install or repair buried utilities. With these types of excavations, the work is a is short to moderate duration (days to weeks), is conducted with a moderate sized "back-hoe" or excavator" and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation. An example of this would be utility corridor trenching.
- 4. "Large Scale" Equipment Excavation This covers largest scale excavations that involve mass excavation of a site, usually for building construction or other site development purposes. With these types of excavations, the work is a moderate to long duration (weeks to months), is conducted with large excavators, scrapers, front end loaders, etc, and the soil is typically subject to relocation on and off-site, with potential for additional soil import, depending on final grade requirements. An example of this would be "mass excavation" performed for construction of a new building.

### 8 Excavation Notifications

The following table summarized the types of **notifications required prior to conducting soil disturbing activities**.

	Low Potential ACS condition	Moderate to High Potential ACS condition	Known ACS condition
Localized Limited Quantity (less than 3 cubic yards) Shallow Hand Digging (less than 24 inches in depth for sprinkler repair, shrub/planting small potted plants, installing fence posts/signs etc	No notification required	No notification required	No notification required
Localized Small Scale Hand/Equipment Excavation more than 3 cubic yards and greater than 24 inches in depth (minor utility repair, tree planning, etc)	No notification required	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Moderate Scale Localized Equipment Excavation (utility trenching)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Large Scale Equipment Excavation (mass excavation)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start

CDPHE will be notified within 24 hours of an unexpected ACS and/or ACM discovery. CDPHE will be notified at least 10-days prior to any planned soil-disturbing activity in areas of known ACS and/or ACM. The HMWMD can be notified by using the Notification Form attached to this plan, and emailed to CDPHE contact identified in Section 3 of this SOP. If ACS is encountered and an area reclassified as "known ACS condition" that CDPHE will be notified prior to start or re-start of work.

Additional notification shall be provided to UCD if construction debris is encountered in areas determined to be low potential ACS condition. Notification to UCD includes notification to UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contacts as provided in Section 3 of this SOP. The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project. For emergency repair projects to utilities, etc, notification will be provided to CDPHE by the next business day.

### 9 Excavation Planning

Prior to performing any soil disturbance activities, those persons performing the soil disturbing activity shall check the AMC ACS Asbestos Contaminated Soils Classification Site Drawing (Attachment #1) to determine the classified ACS condition for the area where soil disturbing activities will occur. Comply with notification, training and work procedures provisions of this document based on the classified condition for the area where excavation will occur which will be classified into one of the following three categories:

- *Low Potential* ACS Condition (areas shaded *green*)
- Moderate to High Potential ACS Condition (areas shaded yellow)
- Known ACS Condition (shaded coded red)

The following soil spotting activities will be utilized during all excavation activities for moderate to large scale excavation activities when moderate to high potential ACS conditions exist:

- 1. All surface work areas will be pre-inspected by the asbestos soil inspector prior to commencement of soil disturbance activities.
- 2. Excavation Area: conduct a subsurface visual inspection for asbestos material during excavation. The asbestos soil inspector will inspect all areas of the excavation as removal of soil proceeds, and will inspect the bottom of the excavation for visible ACM.
- 3. Stockpile and Backfill Areas: closely inspect stockpiled area as soil is dumped/piled.

Where ACS is identified and impacted by planned excavation, the characterization, removal and disposal of contaminated soil shall be conducted in accordance with the provisions of this SOP. Once the asbestos soil inspector has delineated the ACS boundaries (depth and extent through visual inspection characterization protocols as provided in Section 11 of this SOP), the Contractor may continue excavation in other non-ACS areas with continued spotting by an asbestos soil inspector.

For localized limited quantity (less than 1 cubic yard) shallow (less than 24 inches) hand digging for normal day-to-day operations, including sprinkler maintenance, installation of signs/posts, planting of small plants and shrubs, etc, these activities are exempt from this SOP since these activities typically occur in newly constructed areas with shallow digging occurring in the top fill layer placed during new construction, which has a low potential to contain asbestos debris, and less than 1 cubic yard by hand-digging is exempted under CDPHE HMWMD regulations. Notification shall be provided to UCD if construction debris is encountered under these exempted activities.

For additional planning purposes and as a reference, an historical site map is provided in Attachment #2 that shows the building and steam tunnel locations for the former Fitzsimons Army Medical Center. Attachment #3 contains a flow chart that summarizes the key components of this SOP document.

## **10 Training Requirements**

#### 10.1 SOP circulation

The following entities/persons involved with soil disturbing activities shall be provided a copy of this SOP prior to performing work.

- 1. Those performing soil disturbing activities in areas with moderate to high potential to encounter ACS
- 2. Those providing awareness soil training
- 3. Those providing soil inspection or soil spotting activities during normal excavation activities.
- 4. Those performing soil disturbing activities in a known ACS condition area
- 5. Those providing air monitoring and inspection associated with soil disturbing activities in a known ACS condition area.

#### **10.2 Awareness Training**

For areas with *moderate to high* potential to encounter ACS, all those persons involved with the excavation regardless of size shall be provided on the job hazard communication awareness (awareness) training for those individuals associated with the soil disturbing activities as follows:

"On-the-job" asbestos soils awareness training as defined in Section 5.5.6 of the Solid Waste Regulations will be provided to workers directly involved in soil-disturbing activities on sites where there is known ACS or a "reason to believe" ACS may be encountered. The training will address such topics as history and background of asbestos, identifying types of asbestos, health effects, engineering controls, and actions to take when suspect asbestos materials are encountered. The training will be conducted with oversight and curriculum development by an asbestos building inspector, asbestos supervisor or project designer.

The awareness training must provide information necessary for the individuals to perform their duties in a way that ensures compliance with the requirements of Section 5.5 of the Solid Waste Regulations. The training must be conducted by an Asbestos Supervisor, Building Inspector or Project Designer, certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil management.

#### 10.3 ACS Soil Disturbance Training

For **moderate to large scale excavation** activities in areas with **known ACS**, provide on the job hazard communication awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities (current EPA Asbestos Supervisor Certification)
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (EPA Asbestos Supervisor/Worker training is recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

This training requirement applies to equipment operators but is not required for drivers of trucks carrying contaminated material for disposal to approved landfills. Drivers are only required to complete the awareness training.

For **Small Scale excavation** activities with **known ACS**, provide awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during small scale soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities.
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (Training Equivalent with OSHA Class III training for "small scale short duration" activities that will disturb asbestos recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

#### **10.4 ACS Inspection and Air Monitoring Training**

Individuals performing soil inspection and identification of asbestos in soil must have a current asbestos Building Inspector certification in accordance with AQCC Regulation No. 8, Part B, and must have a minimum of six (6) months experience conducting asbestos-contaminated soil inspections. Individuals with this level of training and experience are referred to in this SOP as "asbestos soil inspectors".

Individuals preparing and signing Soil Characterization and Management Plans must have a current Asbestos Project Designer certification in accordance with AQCC Regulation No. 8, Part B.

Individuals performing asbestos air monitoring associated with asbestos-contaminated soil disturbing activities must have a current Air Monitoring Specialist certification in accordance with AQCC Regulation No. 8, Part B

#### **10.5 Additional Considerations**

In addition, individuals with the potential for exposure to asbestos fibers should be trained in the proper usage of personal protective equipment and have a current annual physical with a medical release/respirator usage form in accordance with the employer's medical surveillance program. Personal exposure air monitoring should be conducted in accordance with the employer's exposure assessment program.

### **11 ACS Characterization Protocols and Trigger Levels**

The following summarizes the potential conditions that may be encountered during soil disturbing activities at the AMC:

- 1. Localized areas of **friable and/or nonfriable** asbestos debris in soil that constitute "significant quantity" as provided under the "trigger level" of this plan. Triggering "major" response procedures as provided in this plan.
- 2. Localized areas of **friable and/or nonfriable** debris in soil that constitute "limited quantity" as provided under the "trigger level" portion of this plan, triggering "minor" spill response during planned excavation spotting activities.
- 3. Localized areas with construction debris with no asbestos debris, such as brick, metal, and PVC pipe, and non-asbestos suspect debris (confirmed by bulk sampling).
- 4. Localized areas where no visible construction debris, or visible suspect asbestos containing materials are present.

To provide a basis for appropriate level of assessment (limited vs. significant) and management for discovered asbestos debris, the following summarizes specific trigger levels to be used under this SOP. These trigger levels are "**limited quantity discovery**" and "**significant quantity discovery**" of **visible friable and/or nonfriable asbestos debris** and have corresponding assessment and response actions based on the limited or significant finding:

#### 11.1 Limited Quantity Material Discovery Assessment and Management Protocol

**Entry into Limited Quantity Assessment and Management Protocols**: Where up to 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, record the locations with a GPS unit, photograph and log pertinent information such as location, description of material, type of debris, etc.

**Exit from Limited Quantity Assessment and Management Protocols:** Carefully wet and remove the visible debris and 3 cubic feet of soils surrounding each debris piece. All debris will be adequately wetted, and removed by appropriately trained and protected personnel. All debris and associated soil will be placed into appropriately labeled disposal bags, for proper disposal based on the material friability.

#### 11.2 Significant Quantity Material Discovery Assessment and Management Protocol

**Entry into Significant Quantity Assessment and Management Protocols**: Where greater than 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, this will constitute a debris field. The asbestos soil inspector will conduct surface and subsurface visual assessment with the assistance of excavation equipment to determine the extent and depth of the asbestos debris field. All asbestos debris field corner points will be documented with a GPS unit, on a drawing and

by photograph. Photograph and log pertinent information such as type of debris, quantity, etc.

**Exit from Significant Quantity Assessment and Management Protocols:** Removal of debris field based on a visual determination to the extent of excavation, or removal of *extent of find (EOF) plus 1 foot of soil, and removal of depth of find (DOF) plus 1 foot of soil for subsurface contamination,* and *removal of extent of find (EOF) plus 1 foot of soil where only surface contamination is identified.* Where visible friable and/or nonfriable asbestos debris is still observed at the extent of planned excavation, the area will be over excavated by 1 foot, and then covered with a geotechnical membrane and labeled/demarcated as asbestos-contaminated soil, and covered with 1 foot of clean fill. The boundary will be recorded with a GPS unit, on a drawing, and by photograph.

#### **11.3 Visual Characterization for Significant Discovery**

Site characterization (surface and subsurface visual assessment) will be conducted by using visual inspection to identify depth and extent of visible significant debris using potholing and trenching techniques for asbestos debris. Soil sampling and analysis is not part of the characterization process under this SOP, and any collection and analysis of soil samples for asbestos content requires written authorization from UCD.

#### 11.4 Surface Investigation

Surface investigation for areas identified as having potential asbestos-containing debris will be conducted for suspect asbestos debris. Surface investigation will include sampling suspect asbestos-containing material, or will assume material is asbestos-containing. Marker paint and flags will be used to demarcate locations of any suspect debris. Locations will be identified with a GPS device. The surface investigation will include photographing and logging pertinent information such as location, type of debris, quantity, etc.

### **11.5 Investigation Personal Protective Equipment**

At a minimum, appropriate PPE must be worn when doing asbestos inspections or otherwise accessing an area suspected or known to contain asbestos. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of non-friable asbestos must wear disposable booties and disposable rubber gloves, which should then be discarded as asbestos waste prior to exiting the site. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of friable asbestos must wear a half-face air-purifying respirator with HEPA cartridge filtration, disposable protective suite, disposable booties and disposable rubber gloves. Disposable protective equipment should then be discarded as asbestos waste prior to exiting the site. Additional protective equipment shall be used as appropriate.

#### **11.6 Demarcation of Discovery Locations and ACS Boundaries**

Locating debris and other site conditions by GPS where specified in this SOP is considered the primary method for documenting these locations, but distance measurement (XYZ coordinate) descriptions may be used where a site grid is utilized or where locations are adjacent to structures or features. Grid/Structure reference points shall be documented with GPS in the event grid markers or structures are removed.

### **12 Limited Quantity ACS Management Procedures**

Where the asbestos soil inspector visually observes up to three pieces of friable and/or nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

For **nonfriable** asbestos material, adequately wet, using hand-removal methods only, gather and place the material and approximately 12 inches of surrounding soil in 6-mil poly bags. For **friable** asbestos material, adequately wet, using hand-removal methods only, gather and place material and 3 cubic feet of surrounding soil in 6-mil poly bags (double bags). Continue work with extra attention to possible additional asbestos in that vicinity. Stage waste bags in a lined drum or roll-off container. Dispose of waste as asbestos contaminated waste in accordance with CDPHE regulations and this SCMP.

All personnel involved in the removal of Limited Quantity asbestos debris will wear at a minimum a halfface air purifying respirator with HEPA filtration, and disposable protective suit, disposable overbooties and disposable gloves. Decontamination of all tools and equipment involved in the removal of asbestos debris is required prior to leaving the work area. Disposable suits, overbooties and gloves shall be disposed of as asbestos waste.

### 13 Significant Quantity ACS Management Procedures where only Nonfriable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

#### 13.1 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

#### **13.2 Dust and Emissions Control**

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

#### 13.3 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

#### 13.4 Removal/Excavation

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

#### 13.5 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil.

#### 13.6 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where only nonfriable material is visible. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS).

The air monitoring is described below.

- 1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.
- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 5 samples will be collected per shift per work area.
  - b. Of the 5 samples collected, three (3) perimeter samples will be placed to triangulate the work area, moving as necessary to follow the active "area-of-disturbance", but *remaining fixed in relation to each other*. One (1) additional perimeter "floating sample" will be placed downwind from work activities, where potential fiber emissions are most likely to be detected. All perimeter samples shall be collected as close to the "point of disturbance" as possible, without subjecting the air monitoring equipment to damage from the operations. One (1) additional sample, to be considered the potential worst-case scenario "area equivalent" sample, will be collected on personnel closest to disturbance operations, such as the person operating the water hose.
  - c. The results from these samples for comparison to 0.01 f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
  - d. **Performance Based Air Sampling:** Five (5) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on the two (2) highest PCM samples for the first 3 days of each nonfriable excavation event. If no asbestos fibers are detected after the first 3 days of each event, then TEM analysis of the two (2) highest PCM samples will be reduced, to be conducted randomly twice per week. The AMS will determine on which two days *TEM analysis* will be conducted. TEM analysis will continue to be performed on any sample with PCM results exceeding 0.01fibers/cc.
- 4. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.
- 5. As an alternative to Environmental Air Monitoring for significant quantity nonfriable excavation, where soil sampling is performed in areas containing only visible nonfriable asbestos debris (per a soil sampling plan as agreed upon by UCD and CDPHE), and where soil sampling data demonstrates that no asbestos is present in the soil, and excavation work practices will not render the nonfriable material friable, environmental air monitoring may be reduced to PCM on workers only with the written approval of UCD and CDPHE.

#### 13.7 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent"

samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

#### 13.8 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

#### **13.9 Waste Transportation and Disposal**

Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, or ACS with no visible asbestos will be labeled, in accordance with the requirements of Section 5.2 of the Solid Waste Regulations. In accordance with the disposal requirements for nonfriable asbestos waste at least one 6-mil polyethylene liner/sheeting will be in trucks used for transport of soil that contains visible nonfriable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, the liners/sheeting will be sealed and mechanically fastened in a manner that ensures that it remains intact and leak-tight during transportation and disposal operations. Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, shall be labeled noting "asbestos, danger" and the generator, and placed on top of sealed liner.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

- 1. Asbestos-contaminated soil containing only visible nonfriable asbestos, that has not been rendered friable, will be disposed of as nonfriable asbestos in accordance with Section 5.2 of the Solid Waste Regulations.
- 2. Asbestos-contaminated soils containing no visible asbestos will be disposed in a manner similar to nonfriable asbestos waste, as described in Section 5.2 of the Solid Waste Regulations.

#### 13.10 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging ACS will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

#### **13.11 Equipment Decontamination**

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

#### **13.12 Final Inspection Procedures**

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

#### 13.13 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

### 14 Significant Quantity ACS Management Procedures where Friable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces friable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

#### 14.1 Site Control, Demarcation, Fencing and Wind Screening

The Work Area will be demarcated on all four sides using a movable/portable wind barrier to prevent wind dispersal of soil during excavation activities. Moveable/portable wind barriers will be placed on all four sides and immediately adjacent to the point of excavation, and will be of adequate height and configuration (size) to minimize wind soil dispersal at the point of excavation. For smaller areas or highly mobile removal activities, moveable "directional" mobile wind fencing may be used, but must be positioned upwind and adjacent to soil removal activities at all times. Where only directional wind fencing is used, asbestos barrier tape shall be installed to identify the remaining boundary of the Work Area (where wind fence is not positioned)

#### 14.2 Protection of Adjacent Structures

When the abatement area is close to occupied structures, external critical barriers may need to be constructed. All openings in the structure, including windows, doorways, vents or other openings will be sealed with 6-mil poly.

#### 14.3 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

#### 14.4 Dust and Emissions Control

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Amended water and or stabilization agents will be applied for dust control within all disturbed ACS areas. The Contractor will maintain the dust control process throughout the course of the project during soil disturbing activities. Removal of soils and debris will be done with heavy equipment which has been adapted to have a water misting system installed on the equipment to minimize dust emissions at the point of removal. Water will be applied in a manner that does not cause run-off or splattering. In addition, a water misting system will be constructed to wet the material at the point of loading into the dumpster prior to final packaging.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

Site management and inspectors will monitor the quantity of surface area disturbed at any given time; also the amount of surface not stabilized will be kept to the minimum quantity necessary for meaningful work to occur. If site conditions change so that dust suppression becomes questionable on the amount of disturbed area, a portion of that area will be stabilized and work will proceed on a reduced area.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

### 14.5 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

### 14.6 Removal/Excavation

Utilizing an excavator, mini excavator or backhoe with a bucket mounted spray bar system; the soil excavation will proceed within the designated work area. The spray bar system will consist of nozzles inside the back top edge of the bucket and two outside the bucket with nozzles spray pattern overlapping that will provide adequate wetting to eliminate fugitive dust, but avoid splatter or drift from spraying. Additional hand wetting will be used to eliminate fugitive emissions, but avoid splatter or drift from spraying.

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

#### 14.7 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil. All wind speed measurements will be taken at locations in close proximity to, and representative of, the work area in which the soil is being handled.

**Shutdown conditions:** Soil removal/disturbance operations will immediately and temporarily cease when one or more of the following 4 conditions have been met:

- 1. Any wind gust reaching or exceeding 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds reaching or exceeding 12 mph averaged over a period of 10 minutes;
- 3. Winds are producing visible emissions or creating movement of dust or debris in or near the removal/disturbance area, or
- 4. Winds are impacting on the ability of engineering controls to work as designed.

During wind-related work shutdowns, other work activities not involving soil removal or disturbance (e.g., lining dumpsters) may continue.

**Resume Conditions:** Soil disturbance activities may resume after <u>all</u> of the following 4 conditions have been met:

- 1. All wind gust readings for a period of 20 minutes drop below 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds are below 12 mph averaged over a period of 20 minutes;
- 3. Winds are no longer producing visible emissions or creating movement of dust in or around the removal/disturbance area, and
- 4. Winds are not impacting on the ability of engineering controls to work as designed.

#### 14.8 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where visible friable asbestos material is present. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS). The air monitoring is described below.

1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps

at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.

- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 8 samples will be collected per shift per work area.
  - b. Of the 8 samples collected, four (4) samples will be arranged at the 4 points of the compass surrounding the work area with two (2) additional samples deemed as "perimeter floating samples". The perimeter floating samples will be placed in areas where emitted asbestos fibers are most likely to be detected (downwind from work activities). Two potential worst-case scenario "area equivalent" samples will be collected on at least 2 workers who are expected to have the greatest potential exposure to asbestos during abatement operations. The results from these samples are for comparison to 0.01f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
- 4. Eight (8) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on two (2) highest PCM samples to evaluate engineering controls. After two (2) weeks of TEM sampling, the analytical results and engineering controls will be assessed to determine if adequate controls are in place. If controls are deemed adequate by UCD and CDPHE, the number of *TEM samples* may be reduced as approved by UCD and CDPHE. On an ongoing project basis, any sample with PCM results exceeding 0.01 fibers/cc must be analyzed by TEM. For large areas of disturbance, additional perimeter monitoring points shall be added if the active area of soil disturbance is larger than approximately 1 acre in size. One additional monitoring point should be added for each additional 200 linear feet of perimeter (approximately 1 sample per additional <sup>1</sup>/<sub>4</sub> acre increase in area). For active areas of soil disturbance greater than 1 acre, additional samples shall be analyzed by TEM at a minimum rate of 25% of the total number of samples collected, based on highest PCM results. However, TEM analysis is not required if PCM results are non-detect (based on fiber count).
- 5. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.

#### 14.9 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent" samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

#### 14.10 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

To accomplish proper characterization of soil (preliminary visual inspection and verification visual inspection at staging area), movement of soil to staging areas for subsequent loading, transportation and disposal is necessary. Staged soil must be stabilized when loading is not occurring. Upon removal of staged ACS placed on "non-ACS area", the contractor shall remove an additional 12 inches of soil to address any cross-contamination that may have occurred to the non-ACS area.

#### 14.11 Waste Transportation and Disposal

Containers of friable asbestos waste, or asbestos-contaminated soil with visible friable asbestos, shall be labeled, in accordance with the requirements of Section 5.3 of the Solid Waste Regulations. In accordance with the disposal requirements for friable asbestos waste (Section 5.3.5(A) of the Solid Waste Regulations) at least two 6-mil polyethylene liners/sheeting shall be used for soil that contains visible friable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, both liners/sheeting should be mechanically fasted and sealed separately. The liners/sheeting shall be sealed in a manner that ensures that they remain then leak-tight during transportation and disposal operations.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACM/ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

1. Asbestos-contaminated soils containing visible friable asbestos will be disposed in a leak tight container as friable asbestos waste in accordance with the requirements of Section 5.3 of the Solid Waste Regulations.

#### 14.12 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging of friable or significant quantities of nonfriable ACM will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

#### 14.13 Equipment Decontamination

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

#### 14.14 Final Inspection Procedures

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

#### 14.15 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

### 14.16 Spill Control

Where asbestos contaminated soil is spilled during loading or transport, the Contractor shall immediately ensure the spilled material is immediately collected in accordance with wetting and emission control provisions of this SCMP. For spills that occur on clean soil, remove 12 inches of soil under spill area as precautionary measure. For spills that occur on hard surfaces such as asphalt roadways or concrete parking lots, provide wet cleaning and HEPA vacuuming until all visible dust and debris have been removed.

Where water run-off occurs resulting in visible erosion and sediment transfer from asbestos contaminated soil areas to non-asbestos contaminated soil areas, remove top 12 inches of soil where the visible erosion and sediment deposition occurred.

### 14.17 Erosion Control

To control wind erosion of ACS, use of silt fencing or wind fencing may be used, where appropriate. Stabilize asbestos containing soil with friable debris by covering with magnesium chloride (or equivalent soil stabilizer) or 6-mil poly until removal can occur. Securely fasten poly sheeting to prevent removal by the wind.

To control water erosion, the use of silt fencing, erosion control mats, straw waddles or equivalent erosion control methods shall be used in areas where run-off is likely. Where ACS will remain, cover with geotech membrane, and then cover with 12 inches of clean fill and cover with appropriate vegetative growth or ground cover to prevent erosion.

### **15 Special Considerations**

### **15.1 Emergency Buried Utility Repair Projects**

Specific provisions of this SOP require some planning and response time that may not be appropriate in an emergency response situation to repair a buried utility. This section identifies the minimum requirements under this SOP for the first 24 hours of excavation and repair, to ensure that necessary repairs can be made to buried utilities promptly in an emergency situation where the utility must be repaired immediately (which may include evening and weekend work), where ACS is encountered during the emergency response, only worker protection, adequate wetting and no visible emission provisions of this SOP will apply within the first 24 hours, with remaining provisions including material characterization, soil training, air monitoring, disposal, etc to take effect after the first 24 hours of the excavation and repair. By ensuring adequate wetting and no visible emissions during emergency excavation during the first 24-hours, this will allow necessary work to continue, and will provide a window for implementing remaining

provisions of this SOP including testing of suspect materials and where ACS is identified, and for implementing management actions under this SOP. Where suspect material is identified in soil that has been excavated during the emergency repair, this soil shall not be placed back into the hole/pit until characterization can be conducted by an asbestos soil inspector.

#### **15.2 Importing and Exporting Soil**

The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project.

#### 15.3 Building Demolition Debris Removal Verification

To ensure demolition debris is removed during the demolition phase in accordance with applicable regulations, an asbestos soil inspector will conduct a site inspection during the final stage of demolition to determine if all demolition debris has been removed. As a precautionary measure, as part of the final demolition site cleaning, a layer of clean soil should be removed to ensure no construction debris remains upon completion of the demolition process as verified by inspection by an asbestos soil inspector, with the exception of non-asbestos-containing/contaminated "structural" fill such as concrete and brick as approved by UCD.

#### 15.4 Soil Stockpiling Management Procedures

Stockpiling of asbestos contaminated soils will only occur under CDPHE and UCD approval, as removal of contaminated soil will be under a direct load approach unless otherwise approved by UCD and CDPHE. When soil movement and stockpiling is necessary, based on site logistics, stockpiled soil must be stabilized and covered when not in use, and must not be allowed to remain on site longer than 5 working days.

For excavation and stockpiling of non-asbestos contaminated soils that are subject to "soil spotting provisions" (moderate to high potential ACS), an asbestos soil inspector will be present at all areas where stockpiled soils are placed, and will be in radio communication with the asbestos soil inspector inspecting soils at the excavation point to ensure prompt and efficient response to discovery of visible ACM debris at either location.

#### **15.5 Management Practices for Significant Discovery of only Nonfriable materials**

Where only nonfriable materials are observed (no friable debris) in a significant discovery "debris field", the following are required procedures:

- 1. Ensure material and soil is adequately wet and no visible emission occur during excavation and loading activities.
- 2. Packaging and disposal as nonfriable asbestos containing waste material.

#### 15.6 Soil Sampling

The primary method for determining asbestos contaminated soil under this SOP and under CDPHE HMWMD regulation is visual identification of suspect material that is confirmed or presumed to be asbestos. Soil sampling is considered an optional activity and will be conducted only with UCD written authorization to conduct soil sampling on the campus. There are two primary situations where UCD may authorize soil sampling:

- 1. Soil sampling to provide general information about imported or exported soils as part of the management procedures under the SOP.
- 2. UCD written authorization to conduct soil sampling in conjunction with "Remediation" actions (as provided in Attachment #5) conducted to remove the full extent and depth of asbestos contaminated soil from a specified area. Remediation soil sampling may include "baseline" characterization for soil sampling collected prior to a remediation action, and will include collection of "clearance" (post-removal) soil sampling to verify removal of all asbestos (including trace amounts in soil as determined by PLM analysis).

Refer to Attachment #4 for surface soil sampling and analysis procedures.

#### 15.7 Remediation

If the objective of an ACS removal activity is remediation of a specific location to remove the complete extent and depth of asbestos in soil at a specific location, including trace in soil as determined by PLM analysis, or for the purpose of obtaining a no further action determination under some other regulatory framework, such work must be in accordance with the remediation plan provided as a supplement to this SOP in Attachment #5. The remediation plan integrates the sampling and analysis plan (SAP) provided in Attachment #4 and describes soil handling and soil clearance (visual and bulk sampling) criteria. Refer to Attachment #5 for surface remediation procedures.

### **16 Project Reporting**

Upon completion of soil disturbing activities, to aid in future management of site and any remaining ACS conditions known to exist, a close out report will be provided to the UCD to document work performed, and any ACS material known to exist that will remain for management.

The project close-out report shall include the following minimum components:

- 1. Property description and description of areas with asbestos-contaminated soils
- 2. Description of soil disturbing activities involving ACS (emission control procedures) and non-ACS conditions
- 3. Description of all field operations or daily logs
- 4. Containment logs (where appropriate)
- 5. Air Monitoring logs and analytical results associated with ACS removal actions
- 6. Description/results of all asbestos bulk sampling events, including sample locations descriptions and sample diagram/drawing showing sample locations
- 7. Analytical results associated with bulk sampling events
- 8. Disposal summaries and manifests
- 9. Maps showing excavation profiles

- 10. Documentation of asbestos left in place including drawings, photographs and GPS coordinates for corner points of known ACS.
- 11. Photographs showing pre-, during and post excavation/removal conditions
- 12. Accreditation and Certification documentation for activities covered under the Work Plan (Inspector, Air Monitoring Specialist, Supervisor, and Worker)

### **17 SOP Review and Revision**

#### 17.1 SOP Review

Annually, the UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contact as provided in Section 3 of this SOP shall review this SOP with an asbestos accredited/certified Project Designer with 6-month asbestos soil experience to identify any needed revisions to this SOP.

#### 17.2 SOP Review

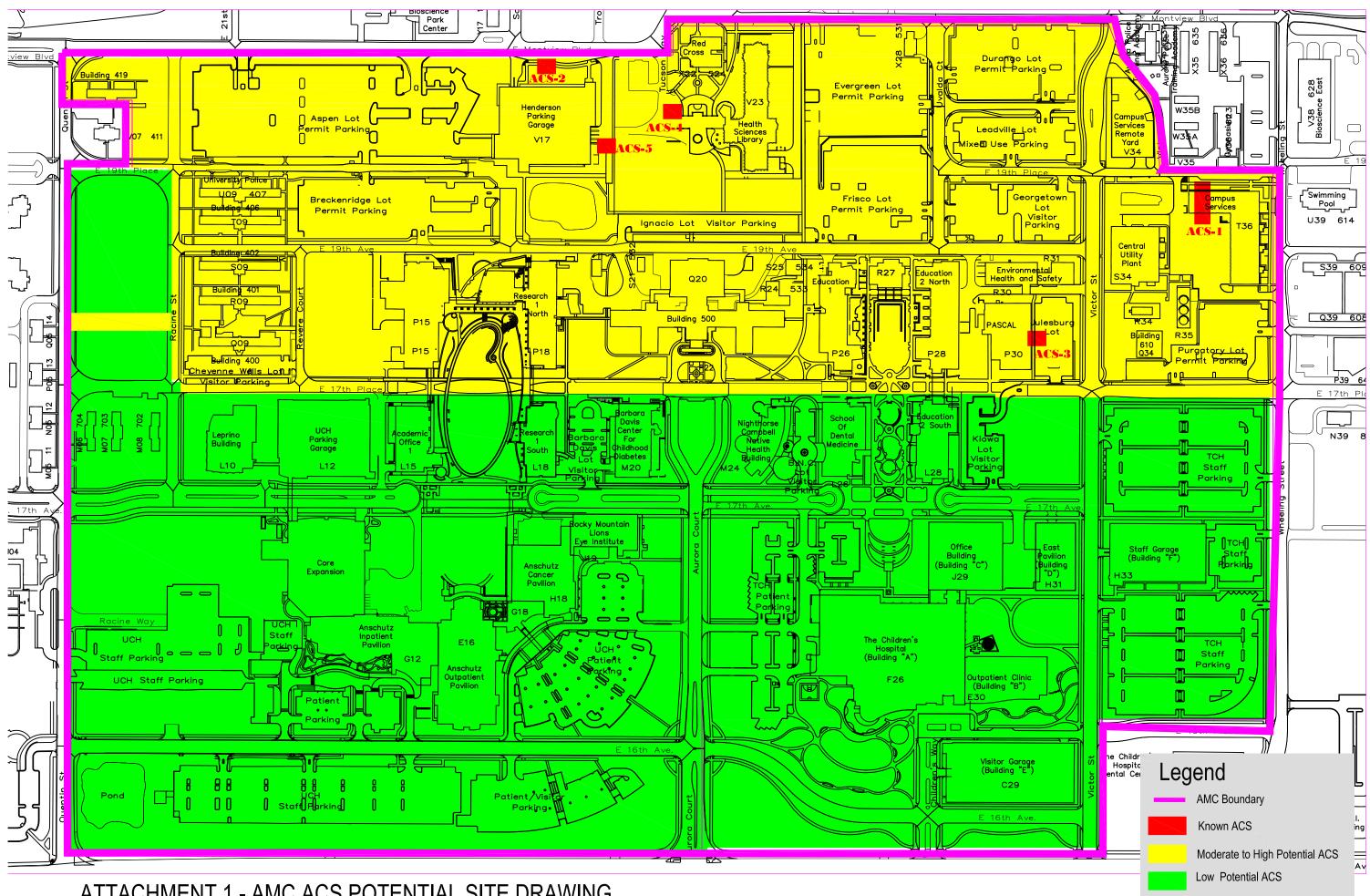
Based on annual review, any revisions to the SOP shall be submitted to CDPHE as a "revised" SOP with a new revision number and revision date for CDPHE review and approval.

### **18 Attachments**

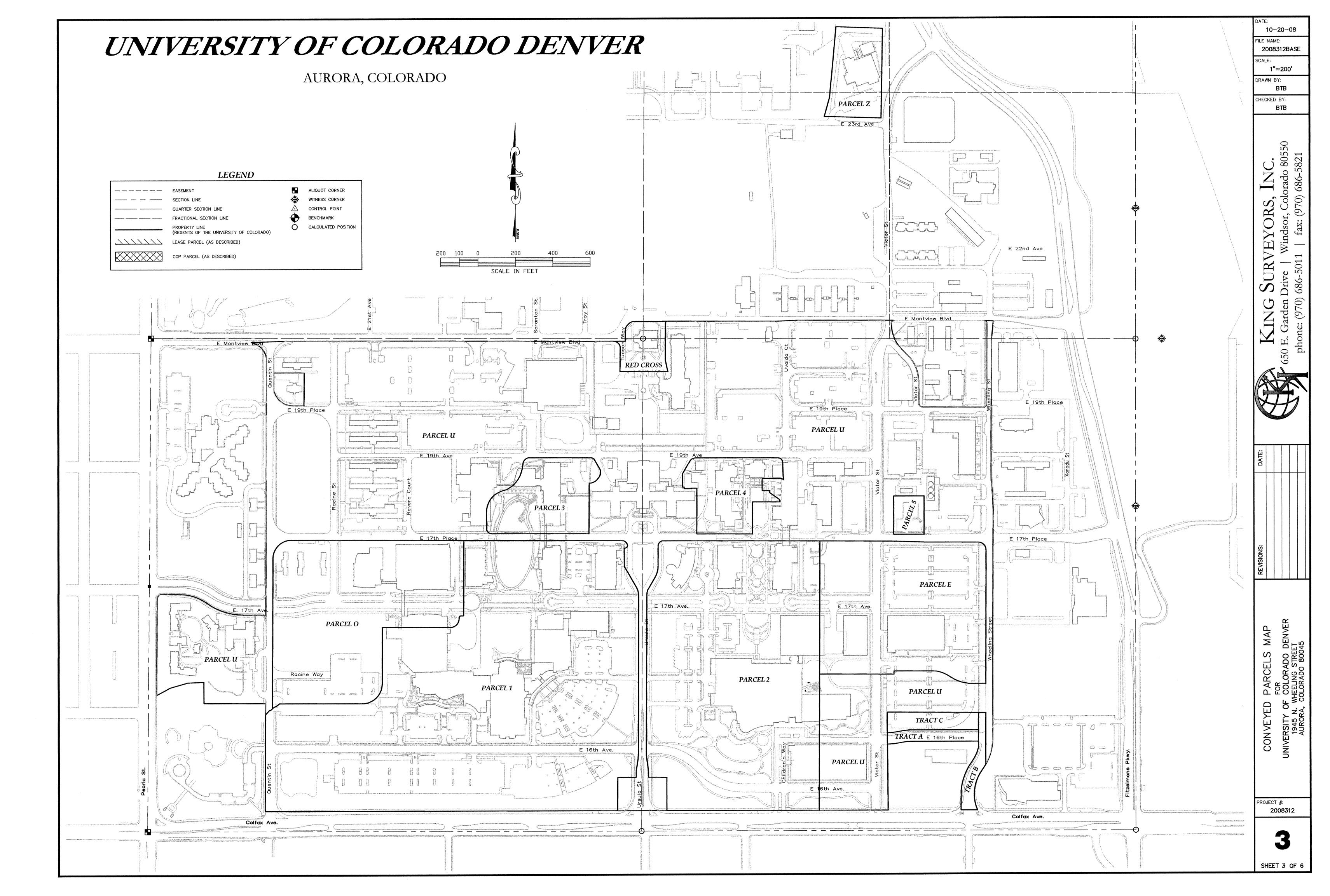
Attachment #1	ACS Classification and AMC Boundary Drawing (and Site Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

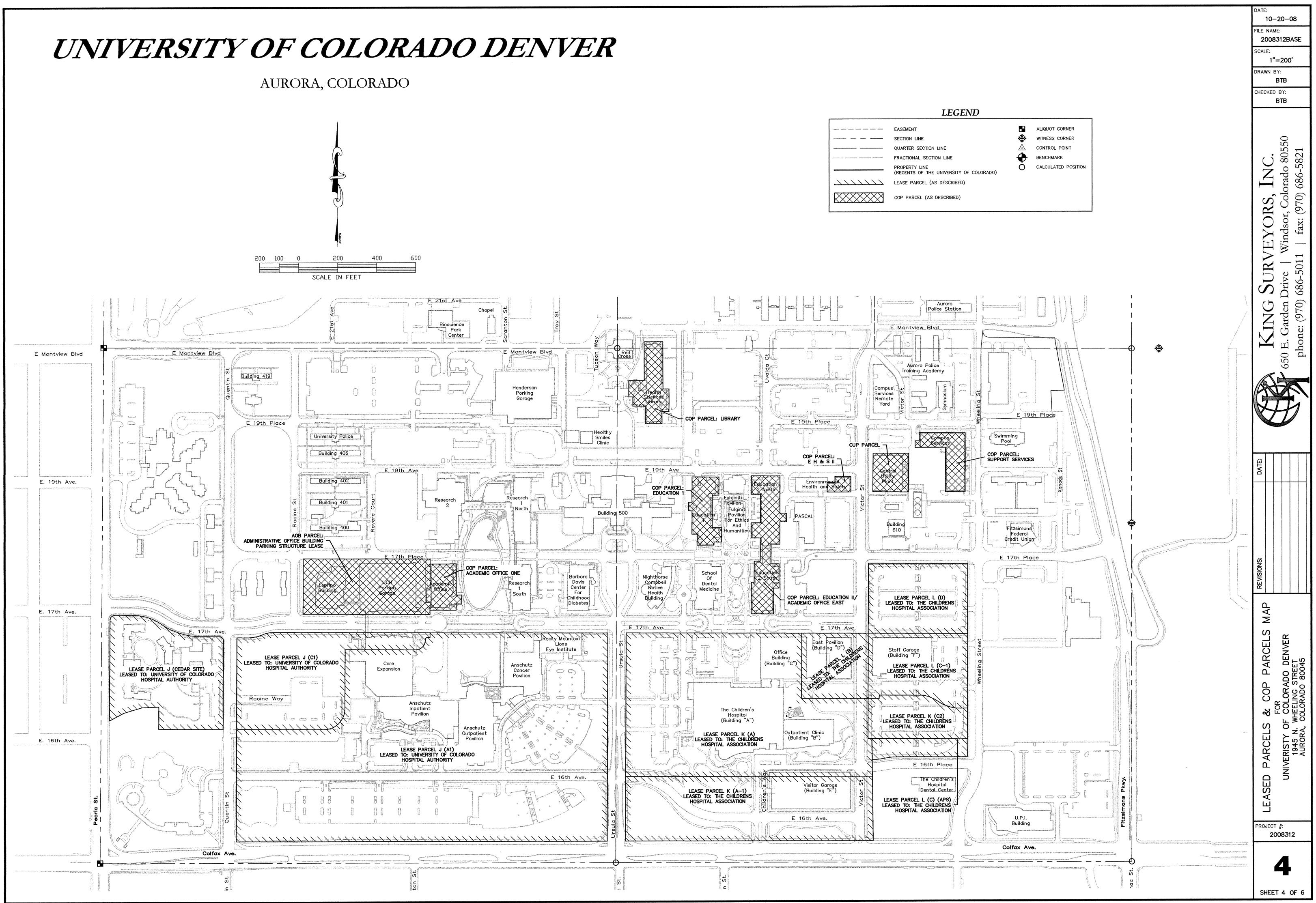
## ATTACHMENT 1

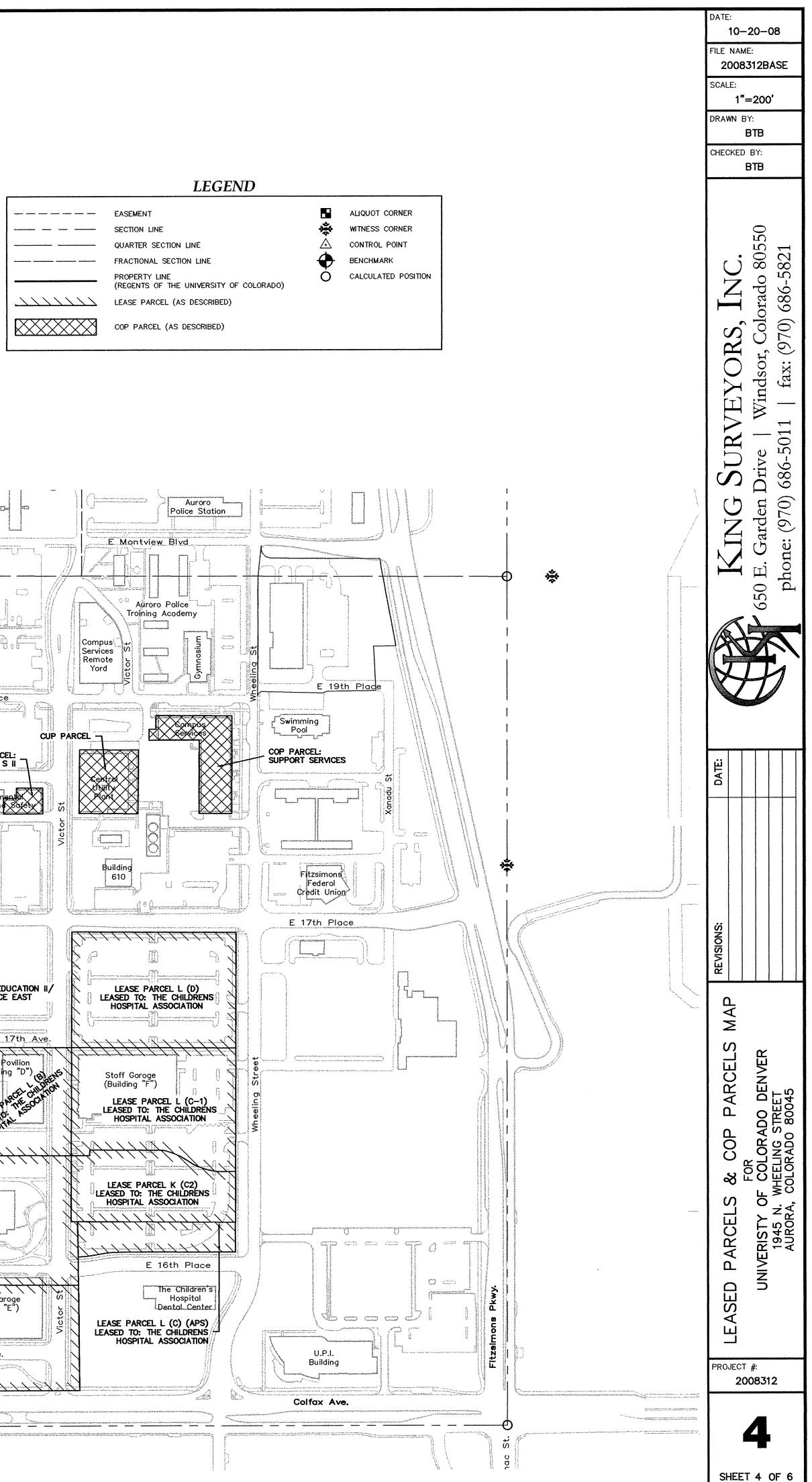
### ACS CLASSIFICATION AND AMC BOUNDARY SITE DRAWING AND SITE SURVEY DRAWINGS



ATTACHMENT 1 - AMC ACS POTENTIAL SITE DRAWING

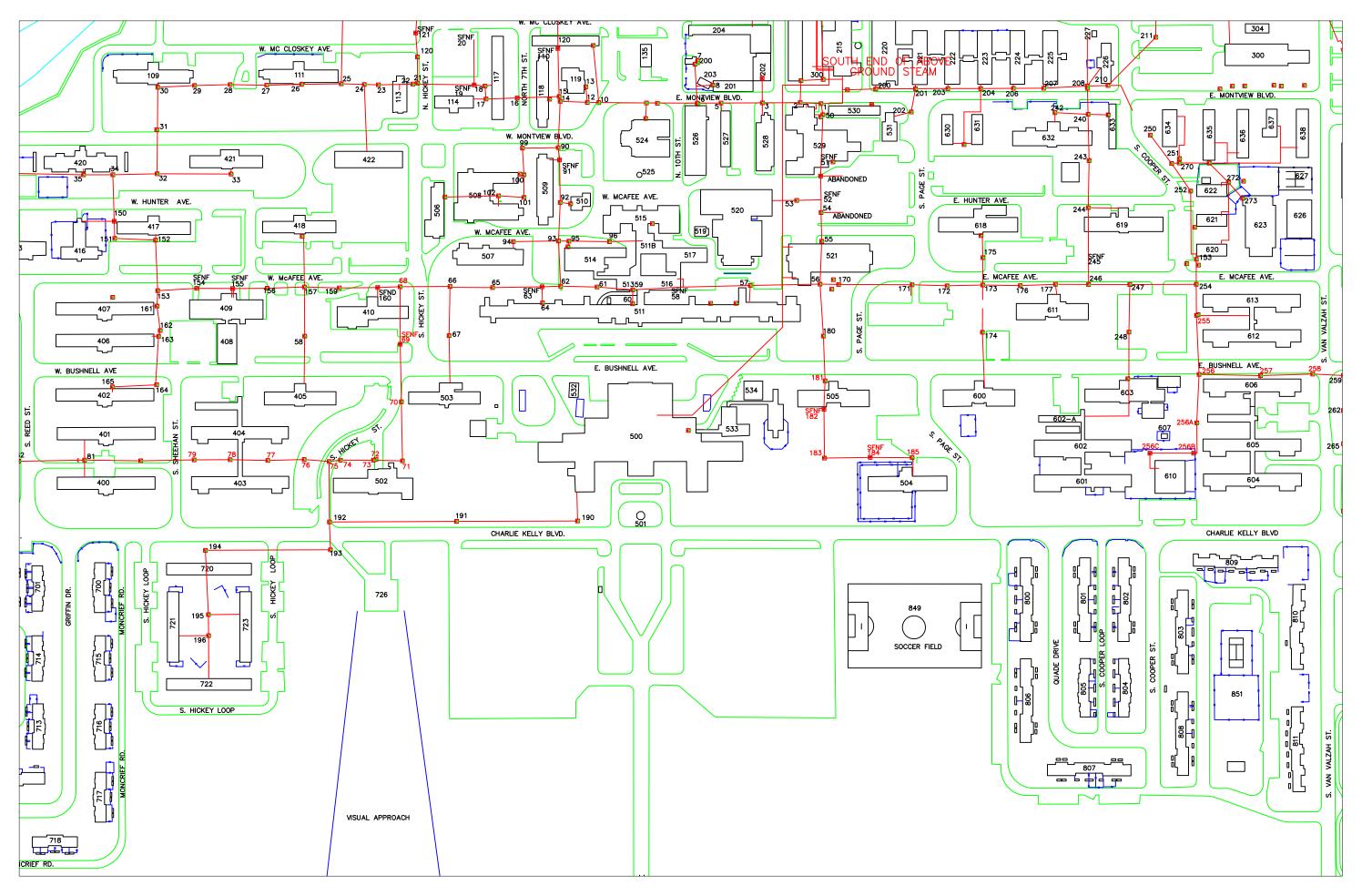






## ATTACHMENT #2

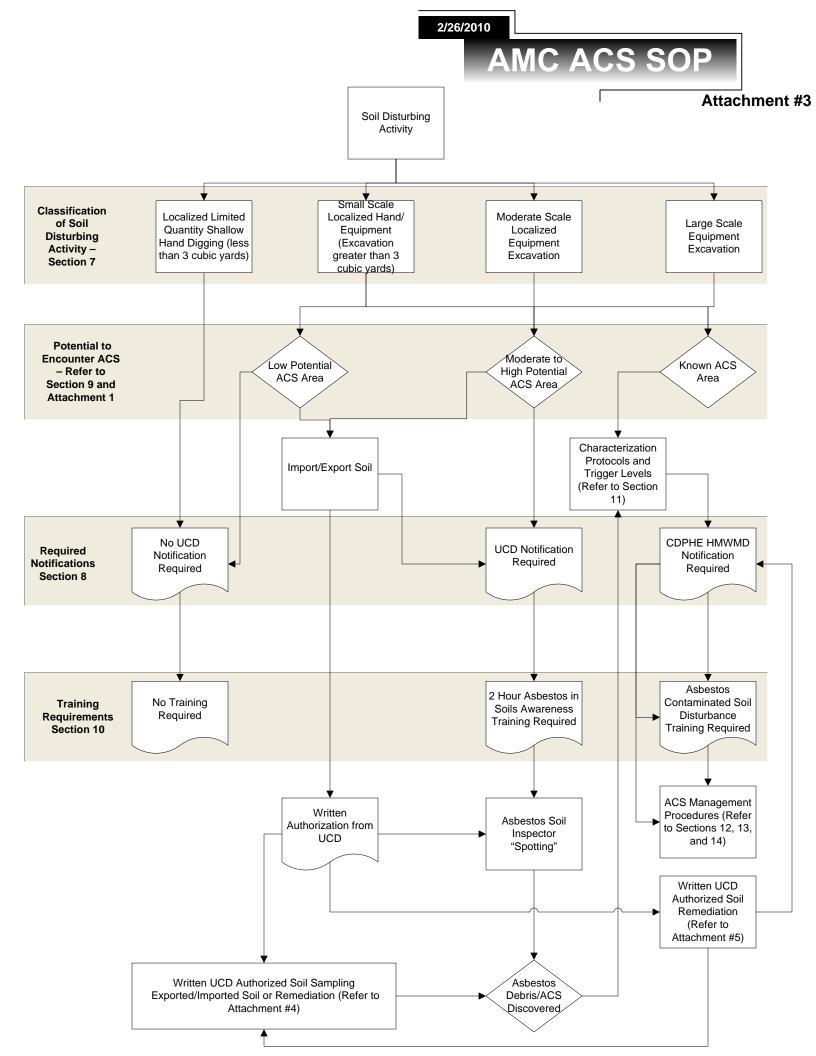
## HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING



ATTACHMENT 2 - FITZSIMONS HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING (UCD AREA)

## ATTACHMENT #3

## SOP FLOW CHART



## ATTACHMENT #4

## SOP SUPPLEMENTAL PROCEDURES SOIL SAMPLING AND ANALYSIS PLAN (SAP)

## General

- 1. Sample aliquots should be collected using a scooping device (stainless steel spoon or equivalent), and transferred to a composite sample container.
- 2. When all aliquots have been collected, the composite sample container should be sealed and labeled with a sample number unique to the boring from which the sample was collected. The sample should be homogenized by the laboratory prior to analysis.
- 3. A field sampling form or log book entry should be maintained for each sample. The form or log book entry should contain the location, date and time of each sample, a description of the type of and friability of any suspect material encountered, and any observations made during sample collection.
- 4. Proper chain-of-custody protocols should be followed for all samples collected.

## **Analytical Procedures**

1. Soil samples should be analyzed by PLM for bulk asbestos samples (Method – EPA/600/R-93/116). The samples should be homogenized by the laboratory prior to sample analysis.

## **Surface Soil Sampling**

- 1. Divide the area to be inspected into a grid, using stakes or paint to mark grid nodes. The area of each grid square will be determined based on the size of the site, and existing knowledge of the extent and concentration of surface asbestos;
- 2. Grids are (50' x 50') on an X and Y axis utilizing planned north with the south west corner of each grid being the reference point for each grid site wide. X axis designation is numerical and Y axis grid designation is alphabetical.
- 3. Each grid point is identified in the lower left (Southwest) corner with a 48" wood lathe with pink ribbon alpha numerically (i.e. B15, CA12).
- 4. Sub-grids (25' x 50') rectangle grids within each (50' x 50') grid are identified with pin flags alpha numerically (i.e. B15-1, CA12-2).
- 5. Where grids extend beyond a scope of work boundary and/or property boundary, this boundary will be designated with a string line to delineate scope in partial grids (where grids overlay on scope of work or property boundary).
- 6. Using flags, paint or GPS, mark locations of any suspected asbestos found;
- 7. Record locations of suspected asbestos found using a map, log or other documentation. The absence of asbestos in a grid square will also be documented;
- 8. Place suspected asbestos material in a sample bag, adequately wetting it prior to disturbing it; and record time and date, location and description of material collected.
- A composite aliquot soil sample will be collected within each sub-grid 1,250 square feet (25' x 50') by an asbestos soil inspector. The asbestos soil inspector will collect ten aliquots of surface soil (top 1 inch) within each sub-grid. Two sample aliquots will be collected from the southwest

quadrant, southeast quadrant, northwest quadrant, northeast quadrant, and the relative center of the sub-grid (totaling ten aliquots per sub-grid). A grid will be considered an asbestos contaminated soil grid where soil sampling data reports the presence of asbestos in any sub grid within that grid (thus progressive analysis may be used to create sample sets for each grid, with a positive stop used where analysis shows asbestos present (eliminating the need to analyze the second sub grid).

- 10. Samples will be placed in a sample jar, labeled, and location, time, date will be documented.
- 11. The sample will be homogenized at the laboratory;
- 12. Follow proper chain of custody protocols.

## Subsurface Soil Sampling - Borings

1. A composite sample should be collected from each soil boring. The sample should be made up of five (5) to ten (10) aliquots representative of the soil boring. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed.

#### Subsurface Soil Sampling – Potholes and Trenches

1. Collect a composite sample made up of five (5) to ten (10) aliquots representative of the soil encountered in the trench or pothole. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed. In addition, it may be warranted to collect separate samples from various strata, with aliquots collected from individual strata, to better characterize observed conditions.

### Informational Soil Samples for Imported/Exported Soil

 The asbestos soil inspector will collect composite samples comprised of 10-point aliquots from 10% of the total number of loads dumped (for imported soils) and/or loaded (for exported soils). Soils sampled for informational purposes shall be managed in an appropriate manner (stockpiled by day, area, etc) to allow appropriate management of soil based on soil sampling data. All soil samples will be submitted to an accredited laboratory for PLM analysis on a "rush" turnaround.

### Interpretation of Sampling Data

1. Samples reporting no asbestos detected shall be interpreted as non-ACS, and samples reporting the presence of asbestos shall be considered ACS.

## ATTACHMENT #5

## SOP SUPPLEMENTAL PROCEDURES REMEDIATION PLAN

Where the intent is to remediate (removal all visible debris and asbestos in soil to a concentration of no asbestos detected in the soil, based on soil sampling), the following supplement to the SOP provides specific remediation provisions.

The following provisions identified in Section 12 of the SOP shall apply to ACS surface soil remediation (soil removal, packaging, transportation and disposal) procedures:

- Notifications Planned Asbestos-contaminated Soil Disturbance
- Limited Quantity Discovery Management and Disposal
- Site Control, Demarcation, Fencing and Wind Screening
- Protection of Adjacent Structures
- Soil Wetting and Stabilization
- Dust and Emissions Control
- PPE
- Equipment/Engineering Controls
- Removal/Excavation
- Soil Stockpiling
- Wind and Work Stoppage Conditions
- Environmental Monitoring
- Personal Air Monitoring
- Truck/Container Staging/Lining and Waste Loading
- Waste Transportation and Disposal
- Personnel Decontamination
- Equipment Decontamination
- Final Inspection Procedures

All ACS identified based on visual characterization (extent and depth) of find, shall be removed plus an additional 12 inches of soil beyond the extent of find (EOF) and 12 additional inches beyond the depth of find (DOF) which identifies the 3-dimension box of soil removed under the remediation.

After removal to EOF and DOF based on visual and preliminary soil sampling data, post remediation "surface clearance" soil sampling will be conducted in accordance with the Soil Sampling and Analysis Plan (Attachment #4) of this SOP, on a grid by grid basis. Any grid reporting the presence of asbestos will be considered to have "failed" and will require removal of additional twelve (12) inches of soil, and the "clearance process will be repeated until "no asbestos detected" is reported for that grid, after which that grid will then have deemed to "pass". Once all grids in the delineated area have been characterized, remediated, and passed "clearance soil testing", the remediation action will be considered complete

## ATTACHMENT #6

## CDPHE HMWMD NOTIFICATION SUMMARY AND NOTIFICATION FORMS

#### Solid Waste Notification of the Discovery of Asbestos-contaminated Soil

#### **Program Description**

Asbestos-contaminated soil may be encountered during soil-disturbing activities like underground utility installation and property redevelopment. In some cases, asbestoscontaining material and/or asbestos-contaminated soils are known or suspected to be present on a property. In other cases, the site owner or operator may have no reason to know or suspect that they will encounter asbestos contamination during soildisturbing activities. All asbestos-contaminated soil and asbestos-containing materials that are disturbed must be properly managed and disposed of in order to prevent the release of asbestos fibers into the environment.

Reporting and management of disturbed asbestos-contaminated soil and asbestoscontaining material in soil may fall under either Air Quality Control Commission Regulation 8 Part B or the Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6 CCR 1007-2 Section 5. If the disturbed asbestos is part of a facility component (as defined by Air Regulation 8 Part B) where the total quantity of material exceeds the trigger levels of 260 linear feet on pipes, 160 square feet on other surfaces, or the volume to be removed is greater than the volume equivalent of a 55 gallon drum, then reporting and management will be overseen by the Air Pollution Control Division of the Department of Public Health and Environment. If the disturbed asbestos is not part of a facility component, reporting and management will be governed by the Solid Waste regulations.

#### Who Must Notify

The person who discovers or has knowledge of the discovery of asbestos-contaminated soil must notify the Division within 24 hours of the discovery of visible material containing asbestos in soil or asbestos-contaminated soil during a soil-disturbing activity. This includes the site owner and/or operator and their representative, contractor or consultant.

The site owner and/or operator or their representative, contractor or consultant must notify the Division at least 10-working days prior to any planned soil-disturbing activity in an area of known or suspected asbestos-contaminated soil or material containing asbestos in soil.

### **Notification Process**

In the case of an unplanned discovery of asbestos-contaminated soil during soildisturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received within 24 hours. The <u>24-hour notification</u> form can be found on the Internet or obtained from the Division.

In the case of planned asbestos-contaminated soil-disturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received at least 10-working days prior to any planned soil-disturbing

activities. The <u>10-day notification form</u> can be found on the Internet or obtained from the Division.

### **Approval of Management Plan**

A written Soil Characterization and Management Plan must also be submitted to the Division for review and approval at least 10-working days prior to any (additional) soil-disturbing activities. When asbestos-contaminated soil is unexpectedly encountered, appropriate immediate and interim actions must be taken to prevent release of and/or exposure to asbestos. Soil-disturbing activities cannot begin (or resume) until the Soil Characterization and Management Plan is approved.

To minimize potential delays, the site owner and/or operator may collaborate with the Division to jointly develop standard operating procedures that will be implemented as needed for all future asbestos-contaminated soil-disturbing activities. If a pre-approved plan is in place, soil-disturbing activities can proceed in accordance with these procedures once the Division has received appropriate notification.

### Fees

There are no fees associated with notification. The Division will collect fees for the review of the Soil Characterization and Management Plan and related documents and for the performance of oversight activities by the Division.

#### **Public Participation**

There are no public participation requirements associated with this notification.

### Guidance

(Draft) Asbestos-contaminated Soil Guidance Document

#### Forms

24-hour Notification of Unplanned Asbestos Discovery http://www.cdphe.state.co.us/hm/forms/asbestosnotification24hour.pdf 10-day Notification of Planned Asbestos Management http://www.cdphe.state.co.us/hm/forms/asbestosnotification10day.pdf

### **Statutes and Regulations**

CRS 30-20-100.5 et seq. Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 5 Control of Hazardous Air Pollutants, 5 CCR 1001-10, Regulation 8 Part B

### **Division Contact**

Customer Technical Assistance Telephone 303-692-3320 Toll-free 1-888-569-1831 ext 3320 Fax 303-759-5355 Email <u>comments.hmwmd@state.co.us</u> Web <u>www.cdphe.state.co.us/hm/</u>

### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

## 24 HOUR NOTIFICATION OF UNPLANNED ASBESTOS DISCOVERY

For 24-hour notification of the unplanned discovery of asbestos-contaminated soil, a completed a copy of this form should be faxed to 303-759-5355 Attn: Solid Waste Unit Leader, or emailed to <u>comments.hmwmd@state.co.us</u>. If the Hazardous Materials and Waste Management Division has not pre-approved standard operating procedures that will be implemented, you must then submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, you only need to submit a completed copy of this form.

The Soil Characterization and Management Plan should be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:						
Contact person for entity performing soil-disturbing activity:				Phone:	Ext:	
Organization, company or ag	gency:					
Address:						
City:			State:		Zip:	
Name of property owner/ope	erator or pr	coperty representatives	:			
Owner/operator contact (if d	lifferent):			Phone:	Ext:	
Address:				Fax:	1	
City:			State:		Zip:	
Discovery date:		Discovery time (incl	(include AM or PM):			
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:					
highway mile marker)	County:		City:		Zip:	
General Site Description:						
Activity resulting in discovery:						
Description of material encountered:						
Description of access or emissions controls implemented:						
Use the Division nue annua	ad standard	d procedures that will	ha implam	antad? Uvag	$\Box$ no	

Has the Division pre-approved standard procedures that will be implemented? 🛛 yes 👘 🗆 no

If "no," implement interim actions and submit a Soil Characterization and Management Plan for Division review and approval.

#### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

## **10 DAY NOTIFICATION OF PLANNED ASBESTOS MANAGEMENT**

For notification of planned management of asbestos-contaminated soil, a completed copy of this form should be submitted to the Hazardous Materials and Waste Management Division at least 10 working days prior to any planned soil-disturbing activity. If the Division has not pre-approved standard operating procedures that will be implemented, you must also submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, then you only need to submit a completed copy of this form.

The form and plan can be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:				
Contact person for entity performing soil-disturbing activity:			Phone:	Ext:
Organization, company or ag	ency:			
Address:				
City:		State:		Zip:
Name of property owner/oper	ator or property representative:			
Owner/operator contact (if different):			Phone:	Ext:
Address:			Fax:	
City:		State:		Zip:
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:			
highway mile marker)	County:	City:		Zip:
General Site Description:				
Description of planned soil- disturbing activities:				
Description of material that will be disturbed:				
Has the Division pre-approved standard procedures that will be implemented?  Uses  no				
If "no," submit a Soil Characterization and Management Plan for Division review and approval.				

# STATE OF COLORADO

Bill Ritter, Jr., Governor Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Denver, Colorado 80246-1530 Phone (303) 692-2000 TDD Line (303) 691-7700 Located in Glendale, Colorado

Laboratory Services Division 8100 Lowry Blvd. Denver, Colorado 80230-6928 (303) 692-3090



Colorado Department of Public Health and Environment

http://www.cdphe.state.co.us

April 28, 2010

Mr. Ken Neeper Manager Infrastructure Development University of Colorado Denver Mail Stop F418 1945 North Wheeling Street Aurora, CO 80045

RE: Asbestos-Contaminated Soil (ASC) Management, Standard Operating Procedure (SOP) Document, University of Colorado Denver Anschutz Medical Campus, February 26, 2010

Dear Mr. Neeper,

The Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the "Division"), has received and reviewed the above referenced standard operating procedures for the proper management of asbestos-contaminated soils during soil disturbing activities at the Anschutz Medical Campus of the University of Colorado Denver. The Anschutz Medical Campus is located on the site of the former Fitzsimons Army medical Center in Aurora, Colorado. The Division has no additional comments and hereby approves the Anschutz Medical Campus ACS Management SOP Document.

If you have any further questions or comments please contact me at 303-692-3416 or via e-mail at jeffrey.swanson@state.co.us.

Sincerely,

Jeffrey R. Swanson, P.E. Federal Facilities Restoration and Reuse Unit Remedial Program

CC: Tom Butts, Walsh Environmental Scientists and Engineers Monica Sheets, CDPHE Rob Eber, AGO File Copy: RD007-13.1

#### SECTION 02 81 00 - TRANSPORTATION/DISPOSAL OF HAZARDOUS MATERIAL

#### PART 1 - GENERAL

- 1.1 SUMMARY
  - A. This section provides standards discovery, abatement, disposal, and worker protection for all hazardous materials including asbestos, lead, polychlorinated biphenyls (PCBs), mercury, radioactive materials, and mold.
  - B. All hazardous materials and waste must be managed and coordinated with Environmental Health and Safety (EHS) through the University Project Manager.

#### 1.2 REFERENCES

- A. Occupational Safety and Health Administration, 29 CFR 1926.1101, Asbestos.
- B. Occupational Safety and Health Administration, 29 CFR 1926.62, Lead Standard.
- C. Environmental Protection Agency, 40 CFR 763.120, Asbestos Worker Protection Rule.
- D. Environmental Protection Agency, 40 CFR 61, National Emissions Standards for Hazardous Air Pollutants.
- E. Environmental Protection Agency 40 CFR 261.24, Toxicity Characteristic
- F. Environmental Protection Agency, 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
- G. Environmental Protection Agency, 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment Storage and Disposal Facilities.
- H. Code of Colorado Regulation Number 8 Control of Hazardous Air Pollutants, Part B Asbestos Control, 5 CCR 1001 – 10 Part B.
- I. Colorado Department of Public Health and Environment (CDPHE) Regulations Pertaining to Solid Waste Sites and Facilities, Section 5.5. Management of Asbestos-Contaminated Soil, 6 CCR 1007-2.
- J. Air Quality Control Commission (AQCC) Regulations 19 Lead-Based Paint Abatement.
- K. Asbestos-Contaminated Soil Management, Standard Operating Procedure Document, Version 1, February 26, 2010.

#### 1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Performance Requirements Asbestos
  - 1. Presence on Campus:
    - a. Asbestos is present in many building in and around the campus. Typical forms of asbestos containing materials (ACM) include pipe insulation, ceiling, wall, floor and roof materials.
    - b. Investigate every project where work will occur prior to soil disturbing activities to identify asbestos containing materials (ACM). The University Project Manager is responsible for coordinating and ensuring that an inspection or review of previous surveys and any required sampling be performed prior to finalizing the scope or work and associated budget.

- c. Include the cost of investigations, sampling, waste transportation, disposal and associated costs in the cost of the project.
- 2. Excavation Notifications: Required as described below prior to beginning soil disturbing activities.
  - a. Localized Limited Quantity Shallow Hand Digging No notification required.
  - b. Small Scale Localized Hand/Equipment Excavation No notification required.
  - c. Moderate Scale Localized Equipment Excavation Notification to the University.
  - d. Large Scale Equipment Excavation Notification to the University.
- 3. Discovery of Asbestos:
  - a. Notify contractors and the University Project Manager via project documents to stop work when asbestos is encountered or thought to be encountered. It is the responsibility of the University Project Manager to decide what type of action will follow, in consultation with the University's EHS Department.
- 4. Asbestos Removal:
  - a. Perform any asbestos removal (abatement), repair, encapsulation or spill clean-up in accordance with the above referenced regulatory standards.
  - b. Utilize qualified and trained personnel for abatement design and removal in accordance with the above referenced regulatory standards.
- 5. Asbestos Containing Waste
  - a. Follow the University asbestos waste disposal guidelines and Environmental Protection Agency regulations for disposal of asbestos generated at each project.
- B. Performance Requirements Lead

1.

- Presence on Campus:
  - a. Typical forms of lead containing materials (LCM) include paint, lead shielding materials, electronic equipment, and piping (sink traps).
  - b. Consult with EHS through the University Project Manager to determine when LCM investigation is required. The University Project Manager is responsible for coordinating and ensuring that an inspection or review of previous surveys and any required sampling be performed prior to finalizing the scope or work and associated budget.
  - c. Include the cost of investigations, sampling, waste transportation, disposal and associated costs in the cost of the project.
- 2. Discovery of Lead:
  - a. Suspect LCM at all painted surfaces of older campus buildings, brick, and walls and floors in rooms designated (or previously designated) for radiography.
  - b. Notify contractors and the University Project Manager via project documents when lead is encountered or thought to be encountered. It is the responsibility of the University Project Manager to consult with EHS to decide what type of action will follow.
- 3. Lead Renovation:
  - a. Perform any renovation of lead containing materials, repair, encapsulation or clean-up in accordance with the above referenced regulatory standards.
  - b. Utilize qualified and trained personnel for renovation in accordance with the above referenced regulatory standards.
- 4. Handling of Lead Waste:
  - a. Coordinate with EHS through the University Project Manager.
  - b. Include all costs associated with handling of lead waste in the Project Cost.

#### 1.4 SUBMITTALS

- A. Abatement Specifications:
  - 1. Provide a certified asbestos project manager on all asbestos abatement projects in which the amount of friable asbestos material to be abated exceeds 1000 linear feet on pipes or 3000 square feet on other surfaces.
  - 2. The certified asbestos project manager must prepare and approve written abatement specifications.
  - 3. Coordinate with the University EHS Department for additional requirements per project.

University of Colorado Denver | Anschutz Medical Campus Guidelines and Design Standards

- B. Asbestos Waste Manifests:
  - 1. Prepare hazardous waste manifests for all asbestos waste shipments associated with University asbestos related projects. Submit copies and originals of these manifests in sequential (numerical) order to the University.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### PART 4 - ILLUSTRATIONS

- A. Asbestos-Contaminated Soil Management, Standard Operating Procedure Document, Version 1, February 26, 2010.
  - 1. Coordinate with the University Project Manager for attachments.

# ASBESTOS-CONTAMINATED SOIL MANAGEMENT

# STANDARD OPERATING PROCDURE DOCUMENT

# UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS

Prepared for



University of Colorado Denver



February 26, 2010

## **≜**Walsh

WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC 4888 Pearl East Circle, Suite 108 Boulder, Colorado 80301 (303) 443-3282

Project Number: 4299-630

## UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS (AMC) ASBESTOS-CONTAMINATED SOIL MANAGEMENT STANDARD OPERATING PROCEDURE DOCUMENT

February 26, 2010

Prepared for:

University of Colorado Denver Anschutz Medical Campus

Jom M Butto

Prepared by:

Tom Butts State of Colorado Certified Asbestos Project Designer

Submitted by WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC 4888 Pearl East Circle, Suite 108 Boulder, Colorado 80301 (303) 443-3282

WALSH Project Number: 4299-630

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## University of Colorado Anschutz Medical Campus Asbestos-Contaminated Soil Management Standard Operating Procedure Document

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## Attachments

Attachment #1	ACS Classification and AMC Boundary Site Drawing (and Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

## 1 Purpose

This Standard Operating Procedure (SOP) document provides written standard operating procedures that are the minimum requirements for the proper training, handling, packaging, and disposal of asbestos-contaminated soil (ACS) during soil disturbing activities at the Anschutz Medical Campus (AMC) of the University of Colorado Denver (UCD). This SOP document provides specific procedures for the "**management**" of asbestos contaminated soil to remove only that asbestos contaminated soil, necessary to perform the work. Where "**remediation**" is intended to remove the full extent and depth of asbestos contaminated soil for a specific area, refer to the attached *Soil Sampling and Analysis* procedures provided as a supplement to this SOP in Attachment #4 and *Remediation* procedures provided as a supplement to this SOP in Attachment #5 of this document. The SOP was prepared for CDPHE review and approval to allow AMC to use this SOP for management of the discovered ACS rather than preparing a site specific soil characterization and management plan (SCMP) each time ACS is discovered at ACM. This document is intended for use by those directly involved with soil disturbing activities on the campus, and those who provide management/supervision of these soil disturbing activities.

UCD AMC is part of the University of Colorado and is a 227-acre campus devoted to biomedical education, patient care, and drug development is located in Aurora, Colorado on the site of the former Fitzsimons Army Medical Center. The campus is located on the north side of Colfax Avenue, between Peoria Street and Fitzsimons Parkway.

## 2 Scope

The procedures provided in this document shall apply to all personnel and all activities involved with the disturbance of soil known to contain asbestos material or soil that may reasonably be considered to contain asbestos material.

Organization	Role/Responsibility	Contact Information
UCD – Facilities Management	Project Management	Ken Neeper, Manager Infrastructure Development,
		Phone: 303.724.0249 Email: <u>Ken.Neeper@UCDenver.edu</u>
UCD – Environmental Health	Environmental Compliance – Health and	Christina Aguilera
and Safety Division	Safety	Phone: 303.724.0242 Email: <u>Christina.Aguilera@ucdenver.edu</u>
CDPHE HMWMD	Regulatory Agency	Jeff Swanson – Remediation and Restoration Unit – Federal Facilities Program Phone: 303.692.3416 jrswanso@cdphe.state.co.us
Non-ACS Excavation Contractor	As needed excavation of non-ACS soil in accordance with this plan	To be determined as needed
ACS Excavation Contractor	As needed removal of ACS in accordance with this SOP	To be determined as needed
ACS Consultant	As needed ACS Consulting (soil characterization, remediation oversight, soil spotting, air monitoring)	To be determined as needed

## **3** Primary Contacts, Roles and Responsibilities

## 4 Definitions and Abbreviations

#### 4.1 Abbreviations

ACM ACS AMC AMS CDPHE GIS GPS MPH NESHAP NIOSH OSHA PCM PLM PDE	Asbestos-containing materials Asbestos-contaminated soil Anschutz Medical Campus Asbestos Air Monitoring Specialist, CDPHE Certified Colorado Department of Public Health and Environment Geographic information system Geographic positioning system Miles per hour National Emissions Standards for Hazardous Air Pollutants National Institute of Occupational Safety and Health Occupational Safety and Health Administration Phase Contract Microscope Polarized Light Microscopy Daragnal Protective Equipment
PLM	Polarized Light Microscopy
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure

## 4.2 Definitions

"Air Monitoring Specialist" means a person who performs air monitoring referred to in this guidance and who is certified to perform air monitoring in accordance with Air Regulation No. 8, Part B.

**Asbestos Soil Inspector** means a person certified in accordance with Air Regulation No. 8, Part B, to perform asbestos inspection and sampling, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections.

"Asbestos Supervisor" means a person who has been certified as an asbestos Supervisor in accordance with Air Regulation No. 8, Part B.

"Asbestos Project Designer" or "Project Designer" means a person who has been certified as an asbestos Project Designer in accordance with Air Regulation No. 8, Part B.

"Adequately wet" means sufficiently mix or penetrate with liquid to completely prevent the release of particulate material and fibers into the ambient air. If visible emissions are observed coming from asbestos-contaminated soil or asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet. Guidance on determining when a material is adequately wet can be found in EPA's *Asbestos NESHAP Adequately Wet Guidance*, EPA 340/1-90-019 (December 1990).

"Asbestos" means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), amosite (cummingtonite-grunerite), anthophyllite, and actinolite-tremolite.

"Asbestos-contaminated soil" means soil containing any amount of asbestos.

"Asbestos waste" means any asbestos-containing material whether it contains friable or nonfriable asbestos, that is not intended for further use. This term includes but is not limited to asbestos mill tailings, asbestos from pollution control devices, and containers that contain asbestos.

"Asbestos-containing material" means any material that contains more than one percent (1%) asbestos by weight, area or volume.

"Consultant" refers to entity contracted to perform training, inspections, and air monitoring related to soil disturbing activities in accordance with the SOP.

"Contractor" refers to entity contracted to perform soil disturbing activities in accordance with the SOP.

**"Facility Component"** means any component associated with a structure, installation, or building and includes buried utilities, tanks, structures or other installations.

**"Friable"** means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

"Leak tight" means that solids, liquids, or gases cannot escape or spill out. It also means dust tight.

"Mechanical" means operated or produced by mechanism or machine. This may include, but shall not be limited to, an excavator, backhoe, grader, tiller, auger, or hand shovel.

"Nonfriable" means material which, when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.

"**Remediation**" or "**Remediate**" means a cleanup or removal to prevent or minimize the possible current or future release of hazardous substances to prevent an unacceptable threat to present or future public health, welfare or the environment.

**"Site"** or **"solid waste disposal site"** means the location for a facility chosen based upon geologic, hydrogeologic and operational considerations. For the purpose of Section 5.5 of the Solid Waste Regulations "site" means the area or areas where soil-disturbing activities are occurring or will occur.

"Soil-disturbing activities" means excavation, grading, tilling, or any other mechanical activity used to disturb the soil.

"Visible emissions" means any emissions which are visually detectable without the aid of instruments, coming from material containing asbestos, asbestos waste, asbestos-contaminated soil, or from handling and disposal of asbestos waste, material containing asbestos or asbestos-contaminated soil.

"Work Area" means the area where soil disturbing activities are occurring. For asbestos contaminated soil disturbance, Work Area also means the regulated/controlled area boundary.

## **5** Disclosure due to Potential to Encounter ACS

The Anschutz Medical Campus (AMC) formerly the Fitzsimons Army Medical Center contained numerous buildings, some of which had been demolished and buried by the Army prior to property transfer to UCD. During development of the site by UCD, buried asbestos-containing materials located on building components (primarily direct buried steam lines, etc) and areas of asbestos-contaminated soil (asbestos debris in soil from prior building demolition, etc) have been discovered on the site. Based on excavation activities to date, these occurrences can be characterized as localized. Based on historical findings, the potential to encounter ACS on the AMC campus fall into one of the three following categories:

- 1. **Known ACS Area** An area that is classified as having known ACS is one that has confirmed asbestoscontaining material in the soil identified either from subsurface intrusive investigation, or from visual observation on the surface, in sidewalls, embankments, etc. This excavation is conducted by properly trained personnel in accordance with the provisions of this SOP.
- 2. Moderate to High Potential ACS Area- An area that is classified as having a moderate potential for encountering ACS is one based on historical review that asbestos material may be encountered in the soil where non-suspect construction debris has been observed historically, including wood, concrete, brick and metal components. An area that is classified as having a high potential for encountering ACS is one based on historical review that suspect asbestos material is likely to be encountered in the soil where suspect asbestos construction debris has been observed historically. Areas of Moderate to High Potential for encountering ACS may necessitate additional characterization using surface and subsurface visual inspection methods. For areas of Moderate to High Potential ACS, soil excavation activities shall be observed by an asbestos building inspector with 6 months asbestos in soil experience (asbestos soil inspector). For areas of Moderate to High Potential ACS "On-the-job" ACS awareness training shall be provided to workers directly involved with soil-disturbing activities.
- 3. Low Potential ACS Area- An area that is classified as having a low potential for encountering ACS is one in which historical review does not identify buildings or structures that previously existed at the site, utility corridors, other waste materials, or other indications that asbestos may exist on the site. A site classified as

having a low potential for encountering ACS would not be a "reason to believe that visible asbestos may be encountered." Sites with a low potential for encountering ACS would not necessitate additional characterization, spotting, "on-the-job" awareness training, or other special provisions. However, if construction debris or potential ACM is encountered during the course of soil disturbance, then the area would become a moderate to high potential ACS area and will be subject to awareness training, soil spotting and other provisions as described in this SOP.

Asbestos debris in soil at AMC can consist of friable asbestos debris (pipe insulation, etc), nonfriable asbestos debris (floor tile and cement asbestos sheet used on roofs, etc), or a combination of both. Asbestos debris may be limited to a few small pieces that are removed under limited quantity discovery" procedures, or may be in a more extensive "debris field" that will be removed under "significant discovery procedures" as described in Sections 11 and 12 of this SOP.

Upon the discovery of any suspected construction debris material, the contractor shall immediately stop excavation activities in that area, and notify the UCD project manager so the condition can be inspected to determine if asbestos contaminated soil is present. These determinations will be made by an asbestos soil inspector which is an EPA accredited and CDPHE certified asbestos building inspector with 6 months soil inspection experience. Where asbestos contaminated soil is identified, this material shall be removed by a qualified contractor with properly trained personnel, in accordance with applicable regulations and procedures described in this SOP.

## 6 Regulatory Summary and Regulatory References

# 6.1 CDPHE Hazardous Materials Waste Management Division (HMWMD) – "Asbestos Contaminated Soils" not associated with the "Built Environment"

To address asbestos in soil, the Colorado Department of Public Health and Environment's Hazardous Materials and Waste Management Division (HMWMD) has established specific management requirements for asbestos-contaminated soil under Section 5.5 of the Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2). Disposal of ACM, and work done in asbestos-contaminated soil (ACS), must comply with this regulation. The requirements of Section 5.5 of the Solid Waste Regulations apply to the owner or operator of any property with asbestos-contaminated soil at which soil-disturbing activities are occurring or planned for any area containing asbestos-contaminated soil. The requirements of Section 5.5 are triggered when the owner or operator has reason to believe or suspect the presence of asbestoscontaminated soil at a site, (through confirmation by analysis of observed material that is suspected of containing asbestos), or has reason to believe or suspects that visible asbestos will be encountered. An owner or operator that has no reason to know of or suspect asbestoscontaminated soil at a site does not have a duty to sample or otherwise investigate for asbestoscontaminated soil prior to commencing excavation, or other soil disturbing activities, at the site. It is important to understand that there is no language in the Solid Waste Regulations that requires an owner or operator to perform soil-disturbing activities, or to remediate asbestos-The regulations include specific requirements that apply if asbestoscontaminated soil. contaminated soil is disturbed or will be disturbed.

To supplement the regulation, CDPHE developed a guidance document intended to provide direction to contractors, consultants and property owners who are involved in soil disturbing activities in areas with known or suspected asbestos-contaminated soil, or where asbestos-contaminated soil is discovered. The guidance is meant to assist in compliance with the Solid Waste Regulations, and where applicable, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B - Asbestos).

# CDPHE Solid Waste Regulations identify two methods for addressing ACS, **Management** and **Remediation**.

- 1. **Management** is the removal of only that asbestos-contaminated soil necessary to perform the work, without the intent to remove additional soil outside the scope, even where observed. Management of soil in place is included under this activity. Under management, post removal soil sampling is recommended but not required for soil management actions.
- 2. **Remediation** is the planned removal of all asbestos-contaminated soil, removing soil beyond a particular scope of work to remove visible and analytical documented presence of asbestos. Under remediation, clearance soil sampling is required.

Both Management and Remediation approaches require CDPHE approval of a site specific soils work plan or a standard operating procedures (SOP) plan.

Remediation would be the appropriate action where a "No Further Action" letter is sought from CDPHE, or where a consent order has been issued by CDPHE, or when "closure" documentation is desired, as Management is the more accepted cost effective option to address soil contamination where this "No Further Action" is not required.

Remediation of asbestos-contaminated soil is not required under the Solid Waste Regulations, but may be conducted in accordance with Section 5.5.5 of the Regulations. It should also be noted that sampling of asbestos-contaminated soil is not required under Section 5.5 of the Solid Waste Regulations; however, the information that can be gained from sampling may be beneficial for many projects. In addition, when conducting remediation required by CDPHE (consent order, etc), sampling may be necessary to demonstrate that cleanup objectives have been met. Remediation will only be conducted at AMC where it is the intent to remediate and/or receive a no further action letter.

In accordance with Section 5.5.2 of the Solid Waste Regulations, the following projects are exempt from the requirements of Section 5.5 of the Solid Waste Regulations, but may be subject to other sections of the Solid Waste Regulations or other regulatory programs:

- 1. In situations where the soil contains solely nonfriable material containing asbestos, that has not been rendered friable, the nonfriable material can be removed from the soil and properly disposed in accordance with Section 5.2 of the Solid Waste Regulations. The surrounding soil would not be considered to be asbestos-contaminated soil, and therefore would not be subject to the requirements of Section 5.5 of the Solid Waste Regulations. The determination that a material is nonfriable must be made by an asbestos Building Inspector who has been certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections (see Section 8.3Worker Training).
- 2. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to asbestos abatement of facility components (including pipes, ducts and boilers) conducted in accordance with AQCC Regulation

No. 8, Part B. However, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.

- 3. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to spill response activities that are subject to the requirements of AQCC Regulation No. 8, Part B. As above, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.
- 4. Ambient occurrences of asbestos that are not due to site-specific activities. Ambient occurrences of asbestos may include, but are not limited to, naturally occurring asbestos or the distribution of asbestos from normal wear of automotive products.
- 5. Projects involving excavations with a total volume of less than 1 cubic yard of soil using low-emission excavation methods such as hand held tools or light equipment.

The exemption for asbestos abatement projects conducted under AQCC Regulation No. 8, Part B, includes asbestos debris that may come into contact with soil during demolition of structures with asbestos-containing materials and materials containing trace amounts of asbestos (including trace soil in crawlspaces, loose fill vermiculite, etc) that can legally remain during demolition and be disposed of as normal demolition debris. Any asbestos debris left behind after the completion of a demolition project and associated site cleanup, would be subject to the requirements of Section 5.5 of the Solid Waste Regulations if disturbed in the future.

## **6.2 EPA, OSHA DOT and CDPHE Air Pollution Control Division (APCD)** *"Asbestos/Asbestos Contaminated Soils" associated with the "Built Environment"*

The Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA) and the Colorado Department of Public Health and Environment (CDPHE) define asbestos-containing material (ACM) as any material containing greater than 1% asbestos as asbestos-containing material. EPA, OSHA and CDPHE define *friable* materials as those materials that can be crumbled or reduced to powder by hand pressure, whereas nonfriable materials cannot. Friable materials are more likely to be released into the air, especially during renovation and demolition of the building. Under EPA and CDPHE regulations, certain types of nonfriable materials (such as tar impregnated roofing and vinyl asbestos floor tile) may remain during normal demolition (provided these materials remain nonfriable during the demolition process) and also may be disposed of as normal demolition debris. In addition drywall joint compound that contains greater than 1% asbestos may remain in a building for demolition and disposal as normal demolition debris provided the joint compound was not used as a surfacing material and the composite result of the drywall and joint compound reported less than 1% asbestos. Additionally, materials containing trace to 1% are not subject to EPA and CDPHE regulations and may remain in a building during demolition and may be disposed of as normal demolition debris. Under these provisions, it is common for asbestos to remain in a building for demolition and for subsequent disposal as normal demolition debris.

ACM is subject to the EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPs) Regulations for Asbestos (40 CFR Part 61) which includes specific provisions for renovation and demolition projects pertaining to the "built" environment, and disposal of asbestos-containing waste material. ACM is subject to the EPA Toxic Substances Control Act (TSCA) which includes provisions for training and certification for asbestos remediation and consulting activities. The CDPHE is presently responsible for administering the EPA NESHAP and TSCA program for Colorado.

ACM is subject to OSHA Construction Industry Standard for Asbestos (29 CFR Parts 1910.1101). Materials containing 1% or less asbestos may be subject to OSHA regulations under certain classes of work activity, or if air concentrations are at or above the personal exposure limit (PEL) of 0.1 f/cc or the excursion limit of 1.0 f/cc. The OSHA asbestos standard includes provision for hazard communication, training, exposure assessment, respiratory protection, engineering controls, medical evaluations, and other provisions.

ACM is subject to Department of Transportation (DOT) regulations for packaging, labeling and transportation of asbestos under 49 CFR Part 173.

ACM is subject to applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. The term **Abatement** is defined by the CDPHE under the Air Pollution Control Division Regulation 8, and includes the removal of asbestos-containing materials covering facility components, which includes discovery wrapped steam line found below grade, transite<sup>®</sup> water pipe, or an abandoned buried boiler covered with asbestos. Removal of asbestos in soil associated with facility components would be subject to the requirements under CDPHE Air Pollution Regulation 8, including contractor licensing, worker certifications, permitting, etc.

- 1. Removal of asbestos-containing material on a facility component, that is located on or in soil that will be disturbed, shall be conducted (as stipulated under Section 5.5 of the Solid Waste Regulations), in accordance with work practices in AQCC Regulation No. 8, Part B, Section III.O, but is not subject to the permit requirements of AQCC Regulation No. 8, Part B, as long as the total quantity of asbestos-containing material is below the following trigger levels:
  - a) 260 linear feet on pipes,
  - b) 160 square feet on other surfaces, or
  - c) The volume equivalent of a 55-gallon drum.
- 2. Removal of asbestos-containing material on a facility component with asbestos quantities above the trigger levels is subject to the notification, permit, and abatement requirements of AQCC Regulation No. 8, Part B, and is therefore outside the scope of Section 5.5 of the Solid Waste Regulations, as provided in Section 5.5.2(B) of the regulations.
- 3. Removal of pieces of asbestos-containing material, that are not on a facility component, and are located on or in soil that will be disturbed, shall be conducted under Section 5.5 of the Solid Waste Regulations, in accordance with work practices in AQCC Regulation No. 8 Part B, Section III.O. The removal activities would not be subject to the permit requirements of AQCC Regulation No. 8, Part B.

Under EPA NESHAPs/CDPHE APCD regulations, the primary consideration under this SOP is adherence to CDPHE APCD Regulation 8 requirements for the discovery of asbestos-containing materials on buried facility components such as piping, boilers, etc and the proper removal in accordance with the EPA NESHAPs and CDPHE APCD regulations. Under CDPHE APCD regulations, secondary consideration under this SOP is the proper removal of all construction debris including nonfriable materials allowed to remain during demolition, asbestos-containing joint compound (where composite result reported less than 1%) and trace-1% asbestos materials. Where demolition debris is allowed to remain after demolition activities have been completed, any presence of asbestos in the soil would then be subject to the CDPHE HMWD ACS regulations. This issue is addressed in more detail in Section 13 (Special Considerations) of this SOP.

All work on asbestos-containing materials (ACM) must comply with the applicable requirements of EPA, OSHA, DOT and CDPHE APCD asbestos regulations.

#### 6.3 References

- CDPHE. 2006. Asbestos-Contaminated Soil Guidance Document. Prepared in draft form April 2006 by the Hazardous Materials and Waste Management Division.
- CDPHE. 2006. Asbestos-Contaminated Soil Regulations. Section 5.5 of the Hazardous Materials and Waste Management Division's Regulations Pertaining to Solid Waste Disposal Sites and Facilities
- CDPHE. 2008, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B Asbestos).
- OSHA. Construction Industry Standards for Asbestos. 29 CFR 1926.1101

## 7 Classification of Types of Soil Disturbing Activities

The following are the classifications of soil disturbing activities under this SOP.

- 1. "Localized Limited Quantity Shallow Hand Digging- This covers localized limited quantity (less than 1 cubic yard of soil) shallow hand digging from surface to 24 inches in depth, that is typical in the normal day-to-day operations of the campus, including sprinkler repair, planting shrubs and small potted plants, and installing fence posts/signs, etc.
- 2. "Small Scale" Localized Hand/Equipment Excavation- This covers deeper (greater than 24 inches) localized excavation generating greater than 1 cubic yard of soil, and includes hand digging or small/light equipment (backhoe, mini excavator, tree planters, min-excavators, and hole drilling augers, etc) for minor utility repair, tree planning, etc. With these types of excavations, the work is a very short (day duration), and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation.
- 3. "Moderate Scale" Localized Equipment Excavation This covers larger scale "localized" excavations that involve trenching or pothole excavation typically to install or repair buried utilities. With these types of excavations, the work is a is short to moderate duration (days to weeks), is conducted with a moderate sized "back-hoe" or excavator" and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation. An example of this would be utility corridor trenching.
- 4. "Large Scale" Equipment Excavation This covers largest scale excavations that involve mass excavation of a site, usually for building construction or other site development purposes. With these types of excavations, the work is a moderate to long duration (weeks to months), is conducted with large excavators, scrapers, front end loaders, etc, and the soil is typically subject to relocation on and off-site, with potential for additional soil import, depending on final grade requirements. An example of this would be "mass excavation" performed for construction of a new building.

## 8 Excavation Notifications

The following table summarized the types of **notifications required prior to conducting soil disturbing activities**.

	Low Potential ACS condition	Moderate to High Potential ACS condition	Known ACS condition
Localized Limited Quantity (less than 3 cubic yards) Shallow Hand Digging (less than 24 inches in depth for sprinkler repair, shrub/planting small potted plants, installing fence posts/signs etc	No notification required	No notification required	No notification required
Localized Small Scale Hand/Equipment Excavation more than 3 cubic yards and greater than 24 inches in depth (minor utility repair, tree planning, etc)	No notification required	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Moderate Scale Localized Equipment Excavation (utility trenching)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Large Scale Equipment Excavation (mass excavation)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start

CDPHE will be notified within 24 hours of an unexpected ACS and/or ACM discovery. CDPHE will be notified at least 10-days prior to any planned soil-disturbing activity in areas of known ACS and/or ACM. The HMWMD can be notified by using the Notification Form attached to this plan, and emailed to CDPHE contact identified in Section 3 of this SOP. If ACS is encountered and an area reclassified as "known ACS condition" that CDPHE will be notified prior to start or re-start of work.

Additional notification shall be provided to UCD if construction debris is encountered in areas determined to be low potential ACS condition. Notification to UCD includes notification to UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contacts as provided in Section 3 of this SOP. The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project. For emergency repair projects to utilities, etc, notification will be provided to CDPHE by the next business day.

## 9 Excavation Planning

Prior to performing any soil disturbance activities, those persons performing the soil disturbing activity shall check the AMC ACS Asbestos Contaminated Soils Classification Site Drawing (Attachment #1) to determine the classified ACS condition for the area where soil disturbing activities will occur. Comply with notification, training and work procedures provisions of this document based on the classified condition for the area where excavation will occur which will be classified into one of the following three categories:

- *Low Potential* ACS Condition (areas shaded *green*)
- Moderate to High Potential ACS Condition (areas shaded yellow)
- Known ACS Condition (shaded coded red)

The following soil spotting activities will be utilized during all excavation activities for moderate to large scale excavation activities when moderate to high potential ACS conditions exist:

- 1. All surface work areas will be pre-inspected by the asbestos soil inspector prior to commencement of soil disturbance activities.
- 2. Excavation Area: conduct a subsurface visual inspection for asbestos material during excavation. The asbestos soil inspector will inspect all areas of the excavation as removal of soil proceeds, and will inspect the bottom of the excavation for visible ACM.
- 3. Stockpile and Backfill Areas: closely inspect stockpiled area as soil is dumped/piled.

Where ACS is identified and impacted by planned excavation, the characterization, removal and disposal of contaminated soil shall be conducted in accordance with the provisions of this SOP. Once the asbestos soil inspector has delineated the ACS boundaries (depth and extent through visual inspection characterization protocols as provided in Section 11 of this SOP), the Contractor may continue excavation in other non-ACS areas with continued spotting by an asbestos soil inspector.

For localized limited quantity (less than 1 cubic yard) shallow (less than 24 inches) hand digging for normal day-to-day operations, including sprinkler maintenance, installation of signs/posts, planting of small plants and shrubs, etc, these activities are exempt from this SOP since these activities typically occur in newly constructed areas with shallow digging occurring in the top fill layer placed during new construction, which has a low potential to contain asbestos debris, and less than 1 cubic yard by hand-digging is exempted under CDPHE HMWMD regulations. Notification shall be provided to UCD if construction debris is encountered under these exempted activities.

For additional planning purposes and as a reference, an historical site map is provided in Attachment #2 that shows the building and steam tunnel locations for the former Fitzsimons Army Medical Center. Attachment #3 contains a flow chart that summarizes the key components of this SOP document.

## **10 Training Requirements**

## 10.1 SOP circulation

The following entities/persons involved with soil disturbing activities shall be provided a copy of this SOP prior to performing work.

- 1. Those performing soil disturbing activities in areas with moderate to high potential to encounter ACS
- 2. Those providing awareness soil training
- 3. Those providing soil inspection or soil spotting activities during normal excavation activities.
- 4. Those performing soil disturbing activities in a known ACS condition area
- 5. Those providing air monitoring and inspection associated with soil disturbing activities in a known ACS condition area.

## **10.2 Awareness Training**

For areas with *moderate to high* potential to encounter ACS, all those persons involved with the excavation regardless of size shall be provided on the job hazard communication awareness (awareness) training for those individuals associated with the soil disturbing activities as follows:

"On-the-job" asbestos soils awareness training as defined in Section 5.5.6 of the Solid Waste Regulations will be provided to workers directly involved in soil-disturbing activities on sites where there is known ACS or a "reason to believe" ACS may be encountered. The training will address such topics as history and background of asbestos, identifying types of asbestos, health effects, engineering controls, and actions to take when suspect asbestos materials are encountered. The training will be conducted with oversight and curriculum development by an asbestos building inspector, asbestos supervisor or project designer.

The awareness training must provide information necessary for the individuals to perform their duties in a way that ensures compliance with the requirements of Section 5.5 of the Solid Waste Regulations. The training must be conducted by an Asbestos Supervisor, Building Inspector or Project Designer, certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil management.

## 10.3 ACS Soil Disturbance Training

For **moderate to large scale excavation** activities in areas with **known ACS**, provide on the job hazard communication awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities (current EPA Asbestos Supervisor Certification)
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (EPA Asbestos Supervisor/Worker training is recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

This training requirement applies to equipment operators but is not required for drivers of trucks carrying contaminated material for disposal to approved landfills. Drivers are only required to complete the awareness training.

For **Small Scale excavation** activities with **known ACS**, provide awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during small scale soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities.
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (Training Equivalent with OSHA Class III training for "small scale short duration" activities that will disturb asbestos recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

## **10.4 ACS Inspection and Air Monitoring Training**

Individuals performing soil inspection and identification of asbestos in soil must have a current asbestos Building Inspector certification in accordance with AQCC Regulation No. 8, Part B, and must have a minimum of six (6) months experience conducting asbestos-contaminated soil inspections. Individuals with this level of training and experience are referred to in this SOP as "asbestos soil inspectors".

Individuals preparing and signing Soil Characterization and Management Plans must have a current Asbestos Project Designer certification in accordance with AQCC Regulation No. 8, Part B.

Individuals performing asbestos air monitoring associated with asbestos-contaminated soil disturbing activities must have a current Air Monitoring Specialist certification in accordance with AQCC Regulation No. 8, Part B

### **10.5 Additional Considerations**

In addition, individuals with the potential for exposure to asbestos fibers should be trained in the proper usage of personal protective equipment and have a current annual physical with a medical release/respirator usage form in accordance with the employer's medical surveillance program. Personal exposure air monitoring should be conducted in accordance with the employer's exposure assessment program.

## **11 ACS Characterization Protocols and Trigger Levels**

The following summarizes the potential conditions that may be encountered during soil disturbing activities at the AMC:

- 1. Localized areas of **friable and/or nonfriable** asbestos debris in soil that constitute "significant quantity" as provided under the "trigger level" of this plan. Triggering "major" response procedures as provided in this plan.
- 2. Localized areas of **friable and/or nonfriable** debris in soil that constitute "limited quantity" as provided under the "trigger level" portion of this plan, triggering "minor" spill response during planned excavation spotting activities.
- 3. Localized areas with construction debris with no asbestos debris, such as brick, metal, and PVC pipe, and non-asbestos suspect debris (confirmed by bulk sampling).
- 4. Localized areas where no visible construction debris, or visible suspect asbestos containing materials are present.

To provide a basis for appropriate level of assessment (limited vs. significant) and management for discovered asbestos debris, the following summarizes specific trigger levels to be used under this SOP. These trigger levels are "**limited quantity discovery**" and "**significant quantity discovery**" of **visible friable and/or nonfriable asbestos debris** and have corresponding assessment and response actions based on the limited or significant finding:

## 11.1 Limited Quantity Material Discovery Assessment and Management Protocol

**Entry into Limited Quantity Assessment and Management Protocols**: Where up to 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, record the locations with a GPS unit, photograph and log pertinent information such as location, description of material, type of debris, etc.

**Exit from Limited Quantity Assessment and Management Protocols:** Carefully wet and remove the visible debris and 3 cubic feet of soils surrounding each debris piece. All debris will be adequately wetted, and removed by appropriately trained and protected personnel. All debris and associated soil will be placed into appropriately labeled disposal bags, for proper disposal based on the material friability.

## 11.2 Significant Quantity Material Discovery Assessment and Management Protocol

**Entry into Significant Quantity Assessment and Management Protocols**: Where greater than 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, this will constitute a debris field. The asbestos soil inspector will conduct surface and subsurface visual assessment with the assistance of excavation equipment to determine the extent and depth of the asbestos debris field. All asbestos debris field corner points will be documented with a GPS unit, on a drawing and

by photograph. Photograph and log pertinent information such as type of debris, quantity, etc.

**Exit from Significant Quantity Assessment and Management Protocols:** Removal of debris field based on a visual determination to the extent of excavation, or removal of *extent of find (EOF) plus 1 foot of soil, and removal of depth of find (DOF) plus 1 foot of soil for subsurface contamination,* and *removal of extent of find (EOF) plus 1 foot of soil where only surface contamination is identified.* Where visible friable and/or nonfriable asbestos debris is still observed at the extent of planned excavation, the area will be over excavated by 1 foot, and then covered with a geotechnical membrane and labeled/demarcated as asbestos-contaminated soil, and covered with 1 foot of clean fill. The boundary will be recorded with a GPS unit, on a drawing, and by photograph.

## **11.3 Visual Characterization for Significant Discovery**

Site characterization (surface and subsurface visual assessment) will be conducted by using visual inspection to identify depth and extent of visible significant debris using potholing and trenching techniques for asbestos debris. Soil sampling and analysis is not part of the characterization process under this SOP, and any collection and analysis of soil samples for asbestos content requires written authorization from UCD.

## 11.4 Surface Investigation

Surface investigation for areas identified as having potential asbestos-containing debris will be conducted for suspect asbestos debris. Surface investigation will include sampling suspect asbestos-containing material, or will assume material is asbestos-containing. Marker paint and flags will be used to demarcate locations of any suspect debris. Locations will be identified with a GPS device. The surface investigation will include photographing and logging pertinent information such as location, type of debris, quantity, etc.

## **11.5 Investigation Personal Protective Equipment**

At a minimum, appropriate PPE must be worn when doing asbestos inspections or otherwise accessing an area suspected or known to contain asbestos. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of non-friable asbestos must wear disposable booties and disposable rubber gloves, which should then be discarded as asbestos waste prior to exiting the site. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of friable asbestos must wear a half-face air-purifying respirator with HEPA cartridge filtration, disposable protective suite, disposable booties and disposable rubber gloves. Disposable protective equipment should then be discarded as asbestos waste prior to exiting the site. Additional protective equipment shall be used as appropriate.

### **11.6 Demarcation of Discovery Locations and ACS Boundaries**

Locating debris and other site conditions by GPS where specified in this SOP is considered the primary method for documenting these locations, but distance measurement (XYZ coordinate) descriptions may be used where a site grid is utilized or where locations are adjacent to structures or features. Grid/Structure reference points shall be documented with GPS in the event grid markers or structures are removed.

### **12 Limited Quantity ACS Management Procedures**

Where the asbestos soil inspector visually observes up to three pieces of friable and/or nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

For **nonfriable** asbestos material, adequately wet, using hand-removal methods only, gather and place the material and approximately 12 inches of surrounding soil in 6-mil poly bags. For **friable** asbestos material, adequately wet, using hand-removal methods only, gather and place material and 3 cubic feet of surrounding soil in 6-mil poly bags (double bags). Continue work with extra attention to possible additional asbestos in that vicinity. Stage waste bags in a lined drum or roll-off container. Dispose of waste as asbestos contaminated waste in accordance with CDPHE regulations and this SCMP.

All personnel involved in the removal of Limited Quantity asbestos debris will wear at a minimum a halfface air purifying respirator with HEPA filtration, and disposable protective suit, disposable overbooties and disposable gloves. Decontamination of all tools and equipment involved in the removal of asbestos debris is required prior to leaving the work area. Disposable suits, overbooties and gloves shall be disposed of as asbestos waste.

### 13 Significant Quantity ACS Management Procedures where only Nonfriable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

### 13.1 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

### **13.2 Dust and Emissions Control**

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

### 13.3 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

### 13.4 Removal/Excavation

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

### 13.5 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil.

### 13.6 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where only nonfriable material is visible. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS).

The air monitoring is described below.

- 1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.
- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 5 samples will be collected per shift per work area.
  - b. Of the 5 samples collected, three (3) perimeter samples will be placed to triangulate the work area, moving as necessary to follow the active "area-of-disturbance", but *remaining fixed in relation to each other*. One (1) additional perimeter "floating sample" will be placed downwind from work activities, where potential fiber emissions are most likely to be detected. All perimeter samples shall be collected as close to the "point of disturbance" as possible, without subjecting the air monitoring equipment to damage from the operations. One (1) additional sample, to be considered the potential worst-case scenario "area equivalent" sample, will be collected on personnel closest to disturbance operations, such as the person operating the water hose.
  - c. The results from these samples for comparison to 0.01 f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
  - d. **Performance Based Air Sampling:** Five (5) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on the two (2) highest PCM samples for the first 3 days of each nonfriable excavation event. If no asbestos fibers are detected after the first 3 days of each event, then TEM analysis of the two (2) highest PCM samples will be reduced, to be conducted randomly twice per week. The AMS will determine on which two days *TEM analysis* will be conducted. TEM analysis will continue to be performed on any sample with PCM results exceeding 0.01fibers/cc.
- 4. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.
- 5. As an alternative to Environmental Air Monitoring for significant quantity nonfriable excavation, where soil sampling is performed in areas containing only visible nonfriable asbestos debris (per a soil sampling plan as agreed upon by UCD and CDPHE), and where soil sampling data demonstrates that no asbestos is present in the soil, and excavation work practices will not render the nonfriable material friable, environmental air monitoring may be reduced to PCM on workers only with the written approval of UCD and CDPHE.

### 13.7 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent"

samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

### 13.8 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

### **13.9 Waste Transportation and Disposal**

Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, or ACS with no visible asbestos will be labeled, in accordance with the requirements of Section 5.2 of the Solid Waste Regulations. In accordance with the disposal requirements for nonfriable asbestos waste at least one 6-mil polyethylene liner/sheeting will be in trucks used for transport of soil that contains visible nonfriable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, the liners/sheeting will be sealed and mechanically fastened in a manner that ensures that it remains intact and leak-tight during transportation and disposal operations. Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, shall be labeled noting "asbestos, danger" and the generator, and placed on top of sealed liner.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

- 1. Asbestos-contaminated soil containing only visible nonfriable asbestos, that has not been rendered friable, will be disposed of as nonfriable asbestos in accordance with Section 5.2 of the Solid Waste Regulations.
- 2. Asbestos-contaminated soils containing no visible asbestos will be disposed in a manner similar to nonfriable asbestos waste, as described in Section 5.2 of the Solid Waste Regulations.

### 13.10 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging ACS will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

### **13.11 Equipment Decontamination**

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

### **13.12 Final Inspection Procedures**

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

### 13.13 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

### 14 Significant Quantity ACS Management Procedures where Friable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces friable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

### 14.1 Site Control, Demarcation, Fencing and Wind Screening

The Work Area will be demarcated on all four sides using a movable/portable wind barrier to prevent wind dispersal of soil during excavation activities. Moveable/portable wind barriers will be placed on all four sides and immediately adjacent to the point of excavation, and will be of adequate height and configuration (size) to minimize wind soil dispersal at the point of excavation. For smaller areas or highly mobile removal activities, moveable "directional" mobile wind fencing may be used, but must be positioned upwind and adjacent to soil removal activities at all times. Where only directional wind fencing is used, asbestos barrier tape shall be installed to identify the remaining boundary of the Work Area (where wind fence is not positioned)

### 14.2 Protection of Adjacent Structures

When the abatement area is close to occupied structures, external critical barriers may need to be constructed. All openings in the structure, including windows, doorways, vents or other openings will be sealed with 6-mil poly.

### 14.3 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

### 14.4 Dust and Emissions Control

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Amended water and or stabilization agents will be applied for dust control within all disturbed ACS areas. The Contractor will maintain the dust control process throughout the course of the project during soil disturbing activities. Removal of soils and debris will be done with heavy equipment which has been adapted to have a water misting system installed on the equipment to minimize dust emissions at the point of removal. Water will be applied in a manner that does not cause run-off or splattering. In addition, a water misting system will be constructed to wet the material at the point of loading into the dumpster prior to final packaging.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

Site management and inspectors will monitor the quantity of surface area disturbed at any given time; also the amount of surface not stabilized will be kept to the minimum quantity necessary for meaningful work to occur. If site conditions change so that dust suppression becomes questionable on the amount of disturbed area, a portion of that area will be stabilized and work will proceed on a reduced area.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

### 14.5 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

### 14.6 Removal/Excavation

Utilizing an excavator, mini excavator or backhoe with a bucket mounted spray bar system; the soil excavation will proceed within the designated work area. The spray bar system will consist of nozzles inside the back top edge of the bucket and two outside the bucket with nozzles spray pattern overlapping that will provide adequate wetting to eliminate fugitive dust, but avoid splatter or drift from spraying. Additional hand wetting will be used to eliminate fugitive emissions, but avoid splatter or drift from spraying.

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

### 14.7 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil. All wind speed measurements will be taken at locations in close proximity to, and representative of, the work area in which the soil is being handled.

**Shutdown conditions:** Soil removal/disturbance operations will immediately and temporarily cease when one or more of the following 4 conditions have been met:

- 1. Any wind gust reaching or exceeding 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds reaching or exceeding 12 mph averaged over a period of 10 minutes;
- 3. Winds are producing visible emissions or creating movement of dust or debris in or near the removal/disturbance area, or
- 4. Winds are impacting on the ability of engineering controls to work as designed.

During wind-related work shutdowns, other work activities not involving soil removal or disturbance (e.g., lining dumpsters) may continue.

**Resume Conditions:** Soil disturbance activities may resume after <u>all</u> of the following 4 conditions have been met:

- 1. All wind gust readings for a period of 20 minutes drop below 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds are below 12 mph averaged over a period of 20 minutes;
- 3. Winds are no longer producing visible emissions or creating movement of dust in or around the removal/disturbance area, and
- 4. Winds are not impacting on the ability of engineering controls to work as designed.

### 14.8 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where visible friable asbestos material is present. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS). The air monitoring is described below.

1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps

at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.

- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 8 samples will be collected per shift per work area.
  - b. Of the 8 samples collected, four (4) samples will be arranged at the 4 points of the compass surrounding the work area with two (2) additional samples deemed as "perimeter floating samples". The perimeter floating samples will be placed in areas where emitted asbestos fibers are most likely to be detected (downwind from work activities). Two potential worst-case scenario "area equivalent" samples will be collected on at least 2 workers who are expected to have the greatest potential exposure to asbestos during abatement operations. The results from these samples are for comparison to 0.01f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
- 4. Eight (8) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on two (2) highest PCM samples to evaluate engineering controls. After two (2) weeks of TEM sampling, the analytical results and engineering controls will be assessed to determine if adequate controls are in place. If controls are deemed adequate by UCD and CDPHE, the number of *TEM samples* may be reduced as approved by UCD and CDPHE. On an ongoing project basis, any sample with PCM results exceeding 0.01 fibers/cc must be analyzed by TEM. For large areas of disturbance, additional perimeter monitoring points shall be added if the active area of soil disturbance is larger than approximately 1 acre in size. One additional monitoring point should be added for each additional 200 linear feet of perimeter (approximately 1 sample per additional <sup>1</sup>/<sub>4</sub> acre increase in area). For active areas of soil disturbance greater than 1 acre, additional samples shall be analyzed by TEM at a minimum rate of 25% of the total number of samples collected, based on highest PCM results. However, TEM analysis is not required if PCM results are non-detect (based on fiber count).
- 5. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.

### 14.9 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent" samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

### 14.10 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

To accomplish proper characterization of soil (preliminary visual inspection and verification visual inspection at staging area), movement of soil to staging areas for subsequent loading, transportation and disposal is necessary. Staged soil must be stabilized when loading is not occurring. Upon removal of staged ACS placed on "non-ACS area", the contractor shall remove an additional 12 inches of soil to address any cross-contamination that may have occurred to the non-ACS area.

### 14.11 Waste Transportation and Disposal

Containers of friable asbestos waste, or asbestos-contaminated soil with visible friable asbestos, shall be labeled, in accordance with the requirements of Section 5.3 of the Solid Waste Regulations. In accordance with the disposal requirements for friable asbestos waste (Section 5.3.5(A) of the Solid Waste Regulations) at least two 6-mil polyethylene liners/sheeting shall be used for soil that contains visible friable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, both liners/sheeting should be mechanically fasted and sealed separately. The liners/sheeting shall be sealed in a manner that ensures that they remain then leak-tight during transportation and disposal operations.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACM/ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

1. Asbestos-contaminated soils containing visible friable asbestos will be disposed in a leak tight container as friable asbestos waste in accordance with the requirements of Section 5.3 of the Solid Waste Regulations.

### 14.12 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging of friable or significant quantities of nonfriable ACM will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

### 14.13 Equipment Decontamination

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

### 14.14 Final Inspection Procedures

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

### 14.15 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

### 14.16 Spill Control

Where asbestos contaminated soil is spilled during loading or transport, the Contractor shall immediately ensure the spilled material is immediately collected in accordance with wetting and emission control provisions of this SCMP. For spills that occur on clean soil, remove 12 inches of soil under spill area as precautionary measure. For spills that occur on hard surfaces such as asphalt roadways or concrete parking lots, provide wet cleaning and HEPA vacuuming until all visible dust and debris have been removed.

Where water run-off occurs resulting in visible erosion and sediment transfer from asbestos contaminated soil areas to non-asbestos contaminated soil areas, remove top 12 inches of soil where the visible erosion and sediment deposition occurred.

### 14.17 Erosion Control

To control wind erosion of ACS, use of silt fencing or wind fencing may be used, where appropriate. Stabilize asbestos containing soil with friable debris by covering with magnesium chloride (or equivalent soil stabilizer) or 6-mil poly until removal can occur. Securely fasten poly sheeting to prevent removal by the wind.

To control water erosion, the use of silt fencing, erosion control mats, straw waddles or equivalent erosion control methods shall be used in areas where run-off is likely. Where ACS will remain, cover with geotech membrane, and then cover with 12 inches of clean fill and cover with appropriate vegetative growth or ground cover to prevent erosion.

### **15 Special Considerations**

### **15.1 Emergency Buried Utility Repair Projects**

Specific provisions of this SOP require some planning and response time that may not be appropriate in an emergency response situation to repair a buried utility. This section identifies the minimum requirements under this SOP for the first 24 hours of excavation and repair, to ensure that necessary repairs can be made to buried utilities promptly in an emergency situation where the utility must be repaired immediately (which may include evening and weekend work), where ACS is encountered during the emergency response, only worker protection, adequate wetting and no visible emission provisions of this SOP will apply within the first 24 hours, with remaining provisions including material characterization, soil training, air monitoring, disposal, etc to take effect after the first 24 hours of the excavation and repair. By ensuring adequate wetting and no visible emissions during emergency excavation during the first 24-hours, this will allow necessary work to continue, and will provide a window for implementing remaining

provisions of this SOP including testing of suspect materials and where ACS is identified, and for implementing management actions under this SOP. Where suspect material is identified in soil that has been excavated during the emergency repair, this soil shall not be placed back into the hole/pit until characterization can be conducted by an asbestos soil inspector.

### **15.2 Importing and Exporting Soil**

The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project.

### 15.3 Building Demolition Debris Removal Verification

To ensure demolition debris is removed during the demolition phase in accordance with applicable regulations, an asbestos soil inspector will conduct a site inspection during the final stage of demolition to determine if all demolition debris has been removed. As a precautionary measure, as part of the final demolition site cleaning, a layer of clean soil should be removed to ensure no construction debris remains upon completion of the demolition process as verified by inspection by an asbestos soil inspector, with the exception of non-asbestos-containing/contaminated "structural" fill such as concrete and brick as approved by UCD.

### 15.4 Soil Stockpiling Management Procedures

Stockpiling of asbestos contaminated soils will only occur under CDPHE and UCD approval, as removal of contaminated soil will be under a direct load approach unless otherwise approved by UCD and CDPHE. When soil movement and stockpiling is necessary, based on site logistics, stockpiled soil must be stabilized and covered when not in use, and must not be allowed to remain on site longer than 5 working days.

For excavation and stockpiling of non-asbestos contaminated soils that are subject to "soil spotting provisions" (moderate to high potential ACS), an asbestos soil inspector will be present at all areas where stockpiled soils are placed, and will be in radio communication with the asbestos soil inspector inspecting soils at the excavation point to ensure prompt and efficient response to discovery of visible ACM debris at either location.

### **15.5 Management Practices for Significant Discovery of only Nonfriable materials**

Where only nonfriable materials are observed (no friable debris) in a significant discovery "debris field", the following are required procedures:

- 1. Ensure material and soil is adequately wet and no visible emission occur during excavation and loading activities.
- 2. Packaging and disposal as nonfriable asbestos containing waste material.

### 15.6 Soil Sampling

The primary method for determining asbestos contaminated soil under this SOP and under CDPHE HMWMD regulation is visual identification of suspect material that is confirmed or presumed to be asbestos. Soil sampling is considered an optional activity and will be conducted only with UCD written authorization to conduct soil sampling on the campus. There are two primary situations where UCD may authorize soil sampling:

- 1. Soil sampling to provide general information about imported or exported soils as part of the management procedures under the SOP.
- 2. UCD written authorization to conduct soil sampling in conjunction with "Remediation" actions (as provided in Attachment #5) conducted to remove the full extent and depth of asbestos contaminated soil from a specified area. Remediation soil sampling may include "baseline" characterization for soil sampling collected prior to a remediation action, and will include collection of "clearance" (post-removal) soil sampling to verify removal of all asbestos (including trace amounts in soil as determined by PLM analysis).

Refer to Attachment #4 for surface soil sampling and analysis procedures.

### 15.7 Remediation

If the objective of an ACS removal activity is remediation of a specific location to remove the complete extent and depth of asbestos in soil at a specific location, including trace in soil as determined by PLM analysis, or for the purpose of obtaining a no further action determination under some other regulatory framework, such work must be in accordance with the remediation plan provided as a supplement to this SOP in Attachment #5. The remediation plan integrates the sampling and analysis plan (SAP) provided in Attachment #4 and describes soil handling and soil clearance (visual and bulk sampling) criteria. Refer to Attachment #5 for surface remediation procedures.

### **16 Project Reporting**

Upon completion of soil disturbing activities, to aid in future management of site and any remaining ACS conditions known to exist, a close out report will be provided to the UCD to document work performed, and any ACS material known to exist that will remain for management.

The project close-out report shall include the following minimum components:

- 1. Property description and description of areas with asbestos-contaminated soils
- 2. Description of soil disturbing activities involving ACS (emission control procedures) and non-ACS conditions
- 3. Description of all field operations or daily logs
- 4. Containment logs (where appropriate)
- 5. Air Monitoring logs and analytical results associated with ACS removal actions
- 6. Description/results of all asbestos bulk sampling events, including sample locations descriptions and sample diagram/drawing showing sample locations
- 7. Analytical results associated with bulk sampling events
- 8. Disposal summaries and manifests
- 9. Maps showing excavation profiles

- 10. Documentation of asbestos left in place including drawings, photographs and GPS coordinates for corner points of known ACS.
- 11. Photographs showing pre-, during and post excavation/removal conditions
- 12. Accreditation and Certification documentation for activities covered under the Work Plan (Inspector, Air Monitoring Specialist, Supervisor, and Worker)

### 17 SOP Review and Revision

### 17.1 SOP Review

Annually, the UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contact as provided in Section 3 of this SOP shall review this SOP with an asbestos accredited/certified Project Designer with 6-month asbestos soil experience to identify any needed revisions to this SOP.

### 17.2 SOP Review

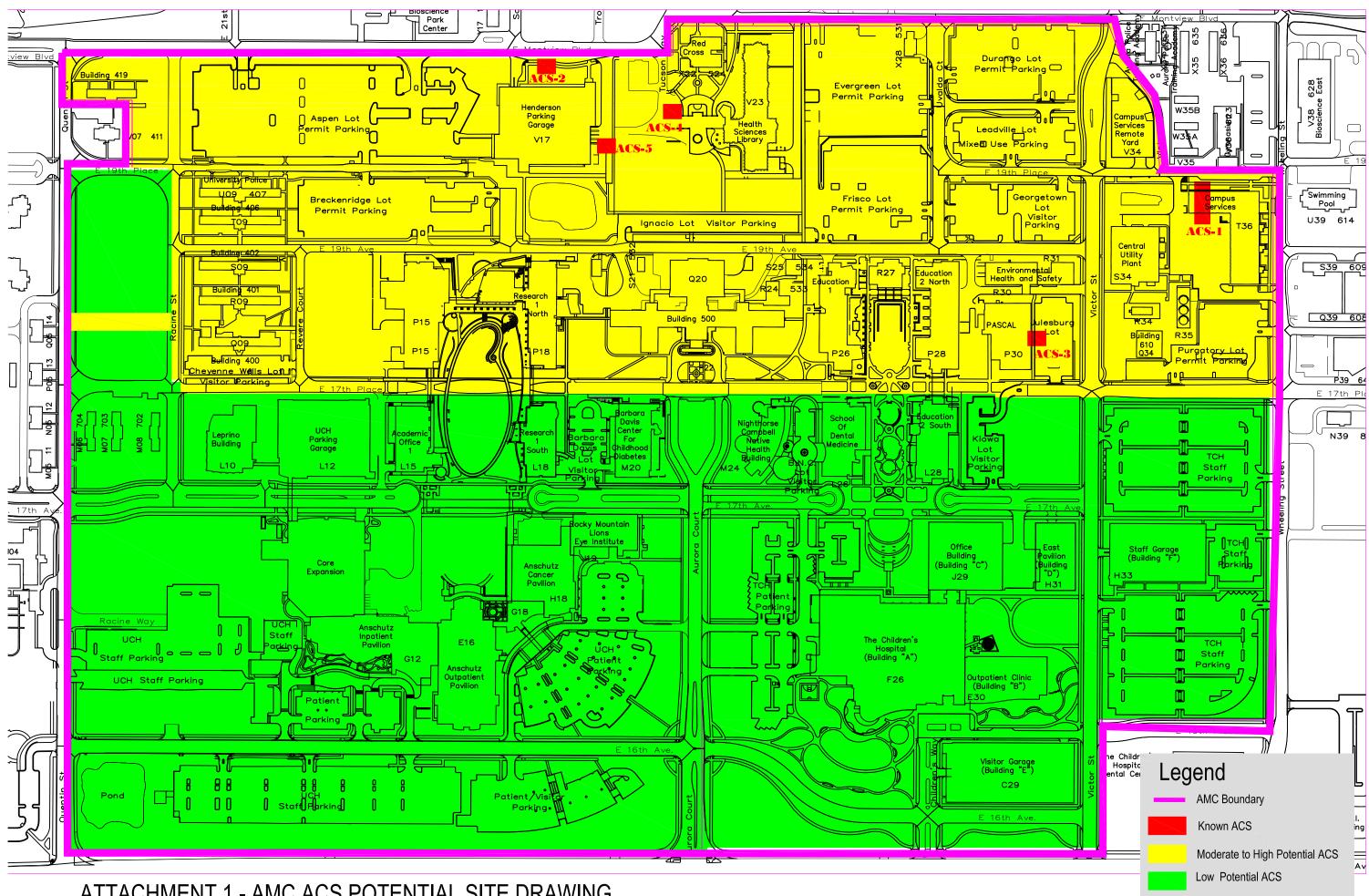
Based on annual review, any revisions to the SOP shall be submitted to CDPHE as a "revised" SOP with a new revision number and revision date for CDPHE review and approval.

### **18 Attachments**

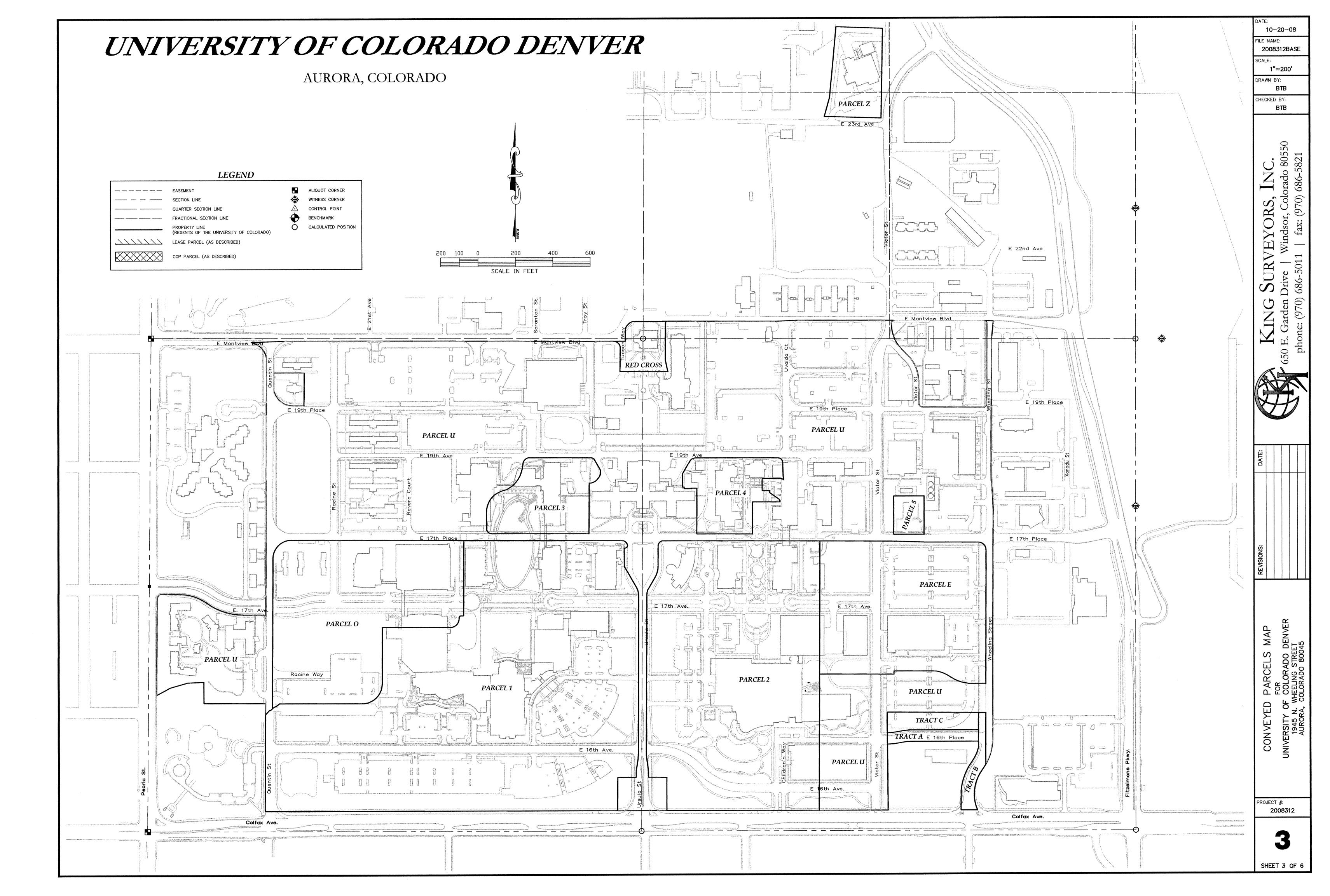
Attachment #1	ACS Classification and AMC Boundary Drawing (and Site Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

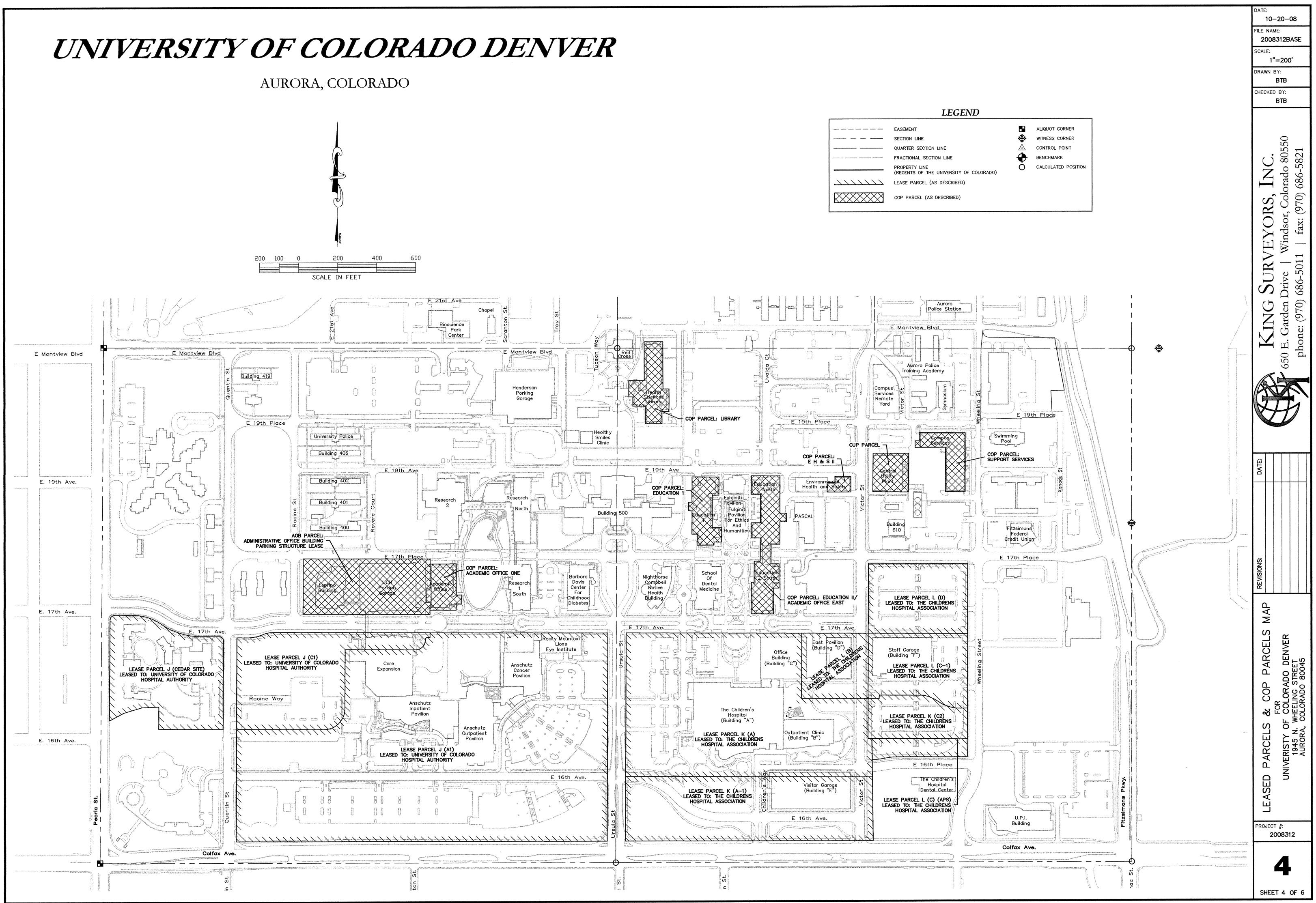
## ATTACHMENT 1

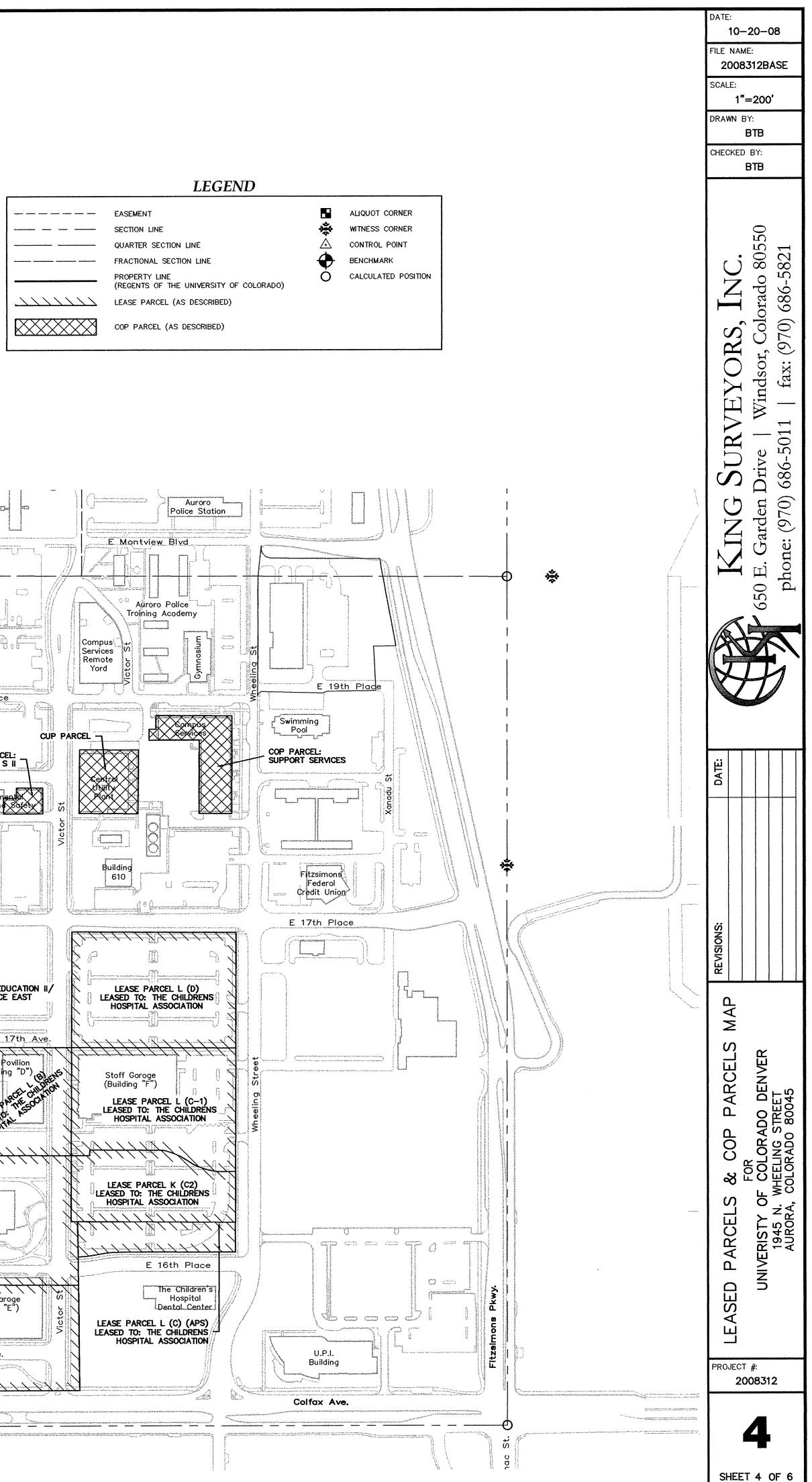
### ACS CLASSIFICATION AND AMC BOUNDARY SITE DRAWING AND SITE SURVEY DRAWINGS



ATTACHMENT 1 - AMC ACS POTENTIAL SITE DRAWING

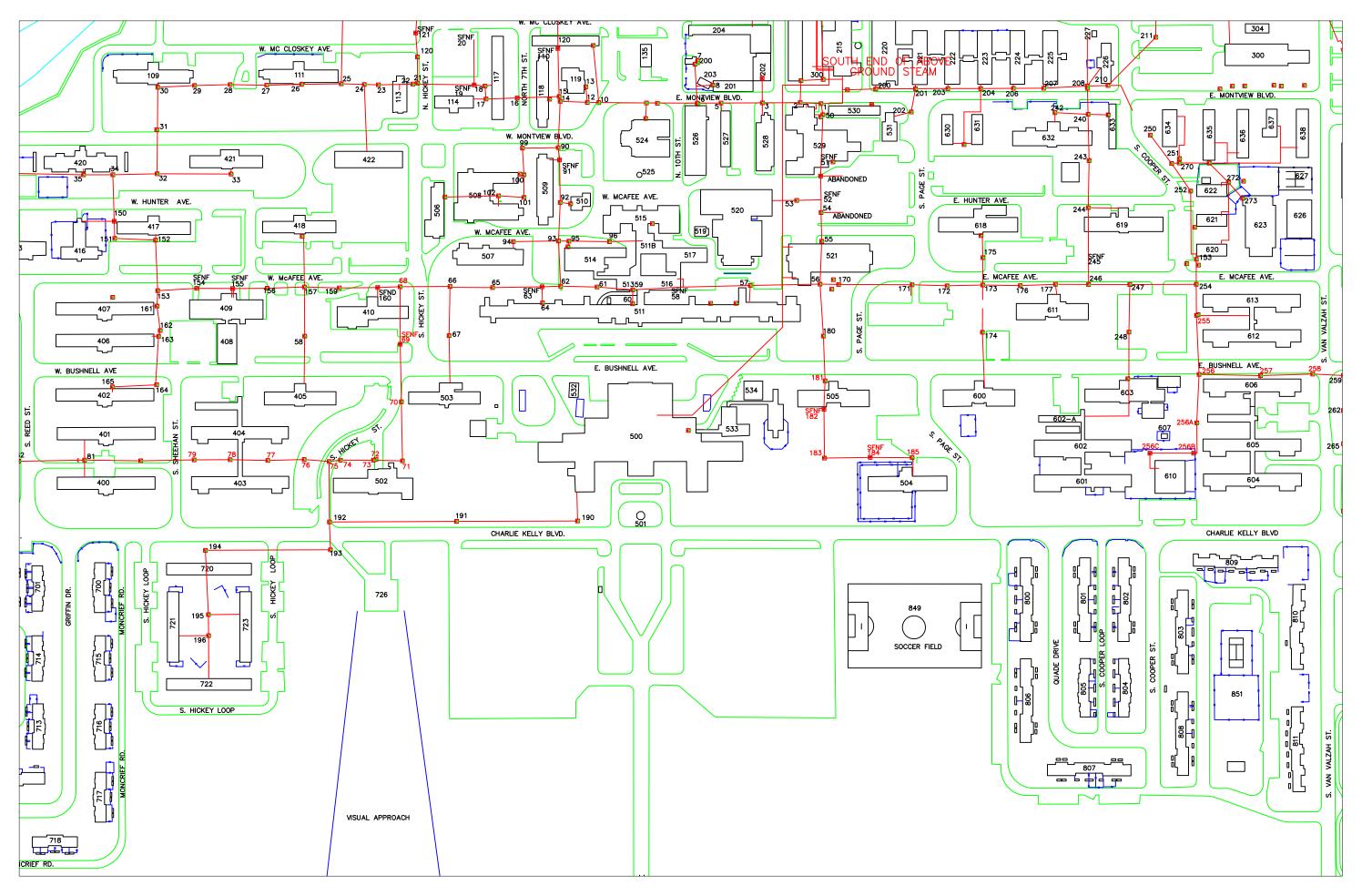






### ATTACHMENT #2

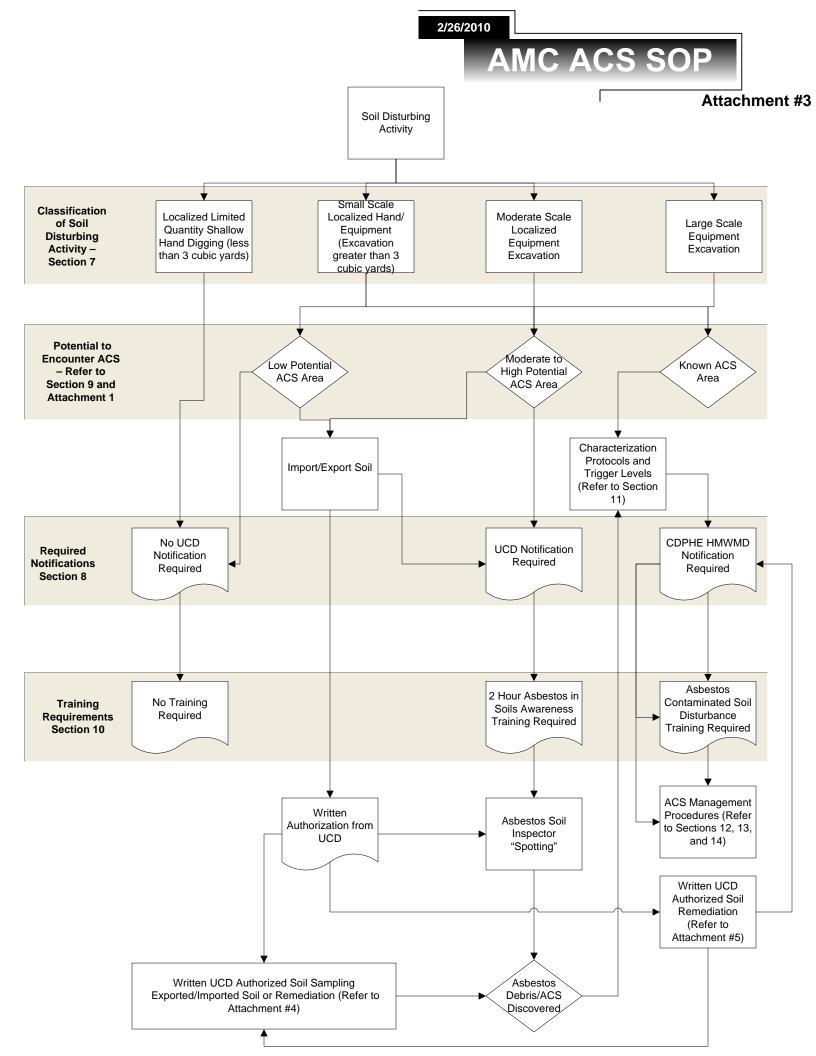
### HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING



ATTACHMENT 2 - FITZSIMONS HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING (UCD AREA)

### ATTACHMENT #3

### SOP FLOW CHART



### ATTACHMENT #4

### SOP SUPPLEMENTAL PROCEDURES SOIL SAMPLING AND ANALYSIS PLAN (SAP)

### General

- 1. Sample aliquots should be collected using a scooping device (stainless steel spoon or equivalent), and transferred to a composite sample container.
- 2. When all aliquots have been collected, the composite sample container should be sealed and labeled with a sample number unique to the boring from which the sample was collected. The sample should be homogenized by the laboratory prior to analysis.
- 3. A field sampling form or log book entry should be maintained for each sample. The form or log book entry should contain the location, date and time of each sample, a description of the type of and friability of any suspect material encountered, and any observations made during sample collection.
- 4. Proper chain-of-custody protocols should be followed for all samples collected.

### **Analytical Procedures**

1. Soil samples should be analyzed by PLM for bulk asbestos samples (Method – EPA/600/R-93/116). The samples should be homogenized by the laboratory prior to sample analysis.

### **Surface Soil Sampling**

- 1. Divide the area to be inspected into a grid, using stakes or paint to mark grid nodes. The area of each grid square will be determined based on the size of the site, and existing knowledge of the extent and concentration of surface asbestos;
- 2. Grids are (50' x 50') on an X and Y axis utilizing planned north with the south west corner of each grid being the reference point for each grid site wide. X axis designation is numerical and Y axis grid designation is alphabetical.
- 3. Each grid point is identified in the lower left (Southwest) corner with a 48" wood lathe with pink ribbon alpha numerically (i.e. B15, CA12).
- 4. Sub-grids (25' x 50') rectangle grids within each (50' x 50') grid are identified with pin flags alpha numerically (i.e. B15-1, CA12-2).
- 5. Where grids extend beyond a scope of work boundary and/or property boundary, this boundary will be designated with a string line to delineate scope in partial grids (where grids overlay on scope of work or property boundary).
- 6. Using flags, paint or GPS, mark locations of any suspected asbestos found;
- 7. Record locations of suspected asbestos found using a map, log or other documentation. The absence of asbestos in a grid square will also be documented;
- 8. Place suspected asbestos material in a sample bag, adequately wetting it prior to disturbing it; and record time and date, location and description of material collected.
- A composite aliquot soil sample will be collected within each sub-grid 1,250 square feet (25' x 50') by an asbestos soil inspector. The asbestos soil inspector will collect ten aliquots of surface soil (top 1 inch) within each sub-grid. Two sample aliquots will be collected from the southwest

quadrant, southeast quadrant, northwest quadrant, northeast quadrant, and the relative center of the sub-grid (totaling ten aliquots per sub-grid). A grid will be considered an asbestos contaminated soil grid where soil sampling data reports the presence of asbestos in any sub grid within that grid (thus progressive analysis may be used to create sample sets for each grid, with a positive stop used where analysis shows asbestos present (eliminating the need to analyze the second sub grid).

- 10. Samples will be placed in a sample jar, labeled, and location, time, date will be documented.
- 11. The sample will be homogenized at the laboratory;
- 12. Follow proper chain of custody protocols.

### Subsurface Soil Sampling - Borings

1. A composite sample should be collected from each soil boring. The sample should be made up of five (5) to ten (10) aliquots representative of the soil boring. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed.

### Subsurface Soil Sampling – Potholes and Trenches

1. Collect a composite sample made up of five (5) to ten (10) aliquots representative of the soil encountered in the trench or pothole. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed. In addition, it may be warranted to collect separate samples from various strata, with aliquots collected from individual strata, to better characterize observed conditions.

### Informational Soil Samples for Imported/Exported Soil

 The asbestos soil inspector will collect composite samples comprised of 10-point aliquots from 10% of the total number of loads dumped (for imported soils) and/or loaded (for exported soils). Soils sampled for informational purposes shall be managed in an appropriate manner (stockpiled by day, area, etc) to allow appropriate management of soil based on soil sampling data. All soil samples will be submitted to an accredited laboratory for PLM analysis on a "rush" turnaround.

### Interpretation of Sampling Data

1. Samples reporting no asbestos detected shall be interpreted as non-ACS, and samples reporting the presence of asbestos shall be considered ACS.

### ATTACHMENT #5

### SOP SUPPLEMENTAL PROCEDURES REMEDIATION PLAN

Where the intent is to remediate (removal all visible debris and asbestos in soil to a concentration of no asbestos detected in the soil, based on soil sampling), the following supplement to the SOP provides specific remediation provisions.

The following provisions identified in Section 12 of the SOP shall apply to ACS surface soil remediation (soil removal, packaging, transportation and disposal) procedures:

- Notifications Planned Asbestos-contaminated Soil Disturbance
- Limited Quantity Discovery Management and Disposal
- Site Control, Demarcation, Fencing and Wind Screening
- Protection of Adjacent Structures
- Soil Wetting and Stabilization
- Dust and Emissions Control
- PPE
- Equipment/Engineering Controls
- Removal/Excavation
- Soil Stockpiling
- Wind and Work Stoppage Conditions
- Environmental Monitoring
- Personal Air Monitoring
- Truck/Container Staging/Lining and Waste Loading
- Waste Transportation and Disposal
- Personnel Decontamination
- Equipment Decontamination
- Final Inspection Procedures

All ACS identified based on visual characterization (extent and depth) of find, shall be removed plus an additional 12 inches of soil beyond the extent of find (EOF) and 12 additional inches beyond the depth of find (DOF) which identifies the 3-dimension box of soil removed under the remediation.

After removal to EOF and DOF based on visual and preliminary soil sampling data, post remediation "surface clearance" soil sampling will be conducted in accordance with the Soil Sampling and Analysis Plan (Attachment #4) of this SOP, on a grid by grid basis. Any grid reporting the presence of asbestos will be considered to have "failed" and will require removal of additional twelve (12) inches of soil, and the "clearance process will be repeated until "no asbestos detected" is reported for that grid, after which that grid will then have deemed to "pass". Once all grids in the delineated area have been characterized, remediated, and passed "clearance soil testing", the remediation action will be considered complete

### ATTACHMENT #6

### CDPHE HMWMD NOTIFICATION SUMMARY AND NOTIFICATION FORMS

### Solid Waste Notification of the Discovery of Asbestos-contaminated Soil

### **Program Description**

Asbestos-contaminated soil may be encountered during soil-disturbing activities like underground utility installation and property redevelopment. In some cases, asbestoscontaining material and/or asbestos-contaminated soils are known or suspected to be present on a property. In other cases, the site owner or operator may have no reason to know or suspect that they will encounter asbestos contamination during soildisturbing activities. All asbestos-contaminated soil and asbestos-containing materials that are disturbed must be properly managed and disposed of in order to prevent the release of asbestos fibers into the environment.

Reporting and management of disturbed asbestos-contaminated soil and asbestoscontaining material in soil may fall under either Air Quality Control Commission Regulation 8 Part B or the Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6 CCR 1007-2 Section 5. If the disturbed asbestos is part of a facility component (as defined by Air Regulation 8 Part B) where the total quantity of material exceeds the trigger levels of 260 linear feet on pipes, 160 square feet on other surfaces, or the volume to be removed is greater than the volume equivalent of a 55 gallon drum, then reporting and management will be overseen by the Air Pollution Control Division of the Department of Public Health and Environment. If the disturbed asbestos is not part of a facility component, reporting and management will be governed by the Solid Waste regulations.

### Who Must Notify

The person who discovers or has knowledge of the discovery of asbestos-contaminated soil must notify the Division within 24 hours of the discovery of visible material containing asbestos in soil or asbestos-contaminated soil during a soil-disturbing activity. This includes the site owner and/or operator and their representative, contractor or consultant.

The site owner and/or operator or their representative, contractor or consultant must notify the Division at least 10-working days prior to any planned soil-disturbing activity in an area of known or suspected asbestos-contaminated soil or material containing asbestos in soil.

### **Notification Process**

In the case of an unplanned discovery of asbestos-contaminated soil during soildisturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received within 24 hours. The <u>24-hour notification</u> form can be found on the Internet or obtained from the Division.

In the case of planned asbestos-contaminated soil-disturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received at least 10-working days prior to any planned soil-disturbing

activities. The <u>10-day notification form</u> can be found on the Internet or obtained from the Division.

### **Approval of Management Plan**

A written Soil Characterization and Management Plan must also be submitted to the Division for review and approval at least 10-working days prior to any (additional) soil-disturbing activities. When asbestos-contaminated soil is unexpectedly encountered, appropriate immediate and interim actions must be taken to prevent release of and/or exposure to asbestos. Soil-disturbing activities cannot begin (or resume) until the Soil Characterization and Management Plan is approved.

To minimize potential delays, the site owner and/or operator may collaborate with the Division to jointly develop standard operating procedures that will be implemented as needed for all future asbestos-contaminated soil-disturbing activities. If a pre-approved plan is in place, soil-disturbing activities can proceed in accordance with these procedures once the Division has received appropriate notification.

### Fees

There are no fees associated with notification. The Division will collect fees for the review of the Soil Characterization and Management Plan and related documents and for the performance of oversight activities by the Division.

### **Public Participation**

There are no public participation requirements associated with this notification.

### Guidance

(Draft) Asbestos-contaminated Soil Guidance Document

### Forms

24-hour Notification of Unplanned Asbestos Discovery http://www.cdphe.state.co.us/hm/forms/asbestosnotification24hour.pdf 10-day Notification of Planned Asbestos Management http://www.cdphe.state.co.us/hm/forms/asbestosnotification10day.pdf

### **Statutes and Regulations**

CRS 30-20-100.5 et seq. Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 5 Control of Hazardous Air Pollutants, 5 CCR 1001-10, Regulation 8 Part B

### **Division Contact**

Customer Technical Assistance Telephone 303-692-3320 Toll-free 1-888-569-1831 ext 3320 Fax 303-759-5355 Email <u>comments.hmwmd@state.co.us</u> Web <u>www.cdphe.state.co.us/hm/</u>

### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

### 24 HOUR NOTIFICATION OF UNPLANNED ASBESTOS DISCOVERY

For 24-hour notification of the unplanned discovery of asbestos-contaminated soil, a completed a copy of this form should be faxed to 303-759-5355 Attn: Solid Waste Unit Leader, or emailed to <u>comments.hmwmd@state.co.us</u>. If the Hazardous Materials and Waste Management Division has not pre-approved standard operating procedures that will be implemented, you must then submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, you only need to submit a completed copy of this form.

The Soil Characterization and Management Plan should be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:							
Contact person for entity performing soil-disturbing activity:				Phone:	Ext:		
Organization, company or agency:							
Address:							
City:					Zip:		
Name of property owner/ope	erator or pr	coperty representatives	:				
Owner/operator contact (if different):				Phone:	Ext:		
Address:				Fax:	1		
City:			State:	State: Zip:			
Discovery date: Discov		Discovery time (incl	iscovery time (include AM or PM):				
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:						
highway mile marker)	County:		City:		Zip:		
General Site Description:							
Activity resulting in discovery:							
Description of material encountered:							
Description of access or emissions controls implemented:							
Has the Division are enabled standard are equives that will be implemented? $\Box$ yes $\Box$ be							

Has the Division pre-approved standard procedures that will be implemented? 🛛 yes 👘 🗆 no

If "no," implement interim actions and submit a Soil Characterization and Management Plan for Division review and approval.

### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

### **10 DAY NOTIFICATION OF PLANNED ASBESTOS MANAGEMENT**

For notification of planned management of asbestos-contaminated soil, a completed copy of this form should be submitted to the Hazardous Materials and Waste Management Division at least 10 working days prior to any planned soil-disturbing activity. If the Division has not pre-approved standard operating procedures that will be implemented, you must also submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, then you only need to submit a completed copy of this form.

The form and plan can be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:							
Contact person for entity per		Phone:	Ext:				
Organization, company or ag							
Address:							
City:				Zip:			
Name of property owner/operator or property representative:							
Owner/operator contact (if different):			Phone:	Ext:			
Address:			Fax:				
City:		State:		Zip:			
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:						
highway mile marker)	County:	City:		Zip:			
General Site Description:							
Description of planned soil- disturbing activities:							
Description of material that will be disturbed:							
Has the Division pre-approved standard procedures that will be implemented?  use set of the standard procedures of the standard p							
If "no," submit a Soil Characterization and Management Plan for Division review and approval.							

# STATE OF COLORADO

Bill Ritter, Jr., Governor Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Denver, Colorado 80246-1530 Phone (303) 692-2000 TDD Line (303) 691-7700 Located in Glendale, Colorado

Laboratory Services Division 8100 Lowry Blvd. Denver, Colorado 80230-6928 (303) 692-3090



Colorado Department of Public Health and Environment

http://www.cdphe.state.co.us

April 28, 2010

Mr. Ken Neeper Manager Infrastructure Development University of Colorado Denver Mail Stop F418 1945 North Wheeling Street Aurora, CO 80045

RE: Asbestos-Contaminated Soil (ASC) Management, Standard Operating Procedure (SOP) Document, University of Colorado Denver Anschutz Medical Campus, February 26, 2010

Dear Mr. Neeper,

The Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the "Division"), has received and reviewed the above referenced standard operating procedures for the proper management of asbestos-contaminated soils during soil disturbing activities at the Anschutz Medical Campus of the University of Colorado Denver. The Anschutz Medical Campus is located on the site of the former Fitzsimons Army medical Center in Aurora, Colorado. The Division has no additional comments and hereby approves the Anschutz Medical Campus ACS Management SOP Document.

If you have any further questions or comments please contact me at 303-692-3416 or via e-mail at jeffrey.swanson@state.co.us.

Sincerely,

Jeffrey R. Swanson, P.E. Federal Facilities Restoration and Reuse Unit Remedial Program

CC: Tom Butts, Walsh Environmental Scientists and Engineers Monica Sheets, CDPHE Rob Eber, AGO File Copy: RD007-13.1

#### **SECTION 10 14 53**

#### SITE TRAFFIC SIGNAGE

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Provide all labor and materials to install the following:
  - 1. Handicap parking signs.
  - 2. Fire lane signs.
  - 3. Stop signs.
  - 4. Other signs designated on the Civil plans.

#### 1.3 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 32 17 23 Pavement Markings.

#### 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. Manual on Uniform Traffic Control Devices (MUTCD), U. S. Department of Transportation, Federal Highway Administration.

#### 1.5 SUBMITTALS

- A. Type of sign posts.
- B. Special signs not included in MUTCD to include layout, color, and size.
- C. Record Drawings

#### PART 2 - PRODUCTS

#### 2.1 SIGNAGE

- A. Handicapped Parking Signs:
  - 1. Detail as shown on plans.
  - 2. Size shall be 12" x 18".
- B. Fire Lane Signs:

#### SITE TRAFFIC SIGNAGE

- 1. Comply with local fire district criteria.
- 2. Size shall be 12" x 18".
- 3. Detail as shown on plans.

#### C. Stop Signs:

- 1. Type R1-1 per MUTCD.
- 2. Size as specified on plans.

#### D. General:

- 1. Signs shall be made of 0.08" aluminum, or 0.100" aluminum for signs greater than 36".
- 2. Type of signs and location are shown on the plans.
- 3. Signs shall conform with MUTCD.

#### 2.2 SIGN POSTS

- A. Signposts shall comply with CDOT requirements plans and details.
- B. Tubing shall be 2 x 2 inch, 12-gauge, aluminum, galvanized with perforations and weatherproof cap.
- C. The signposts shall be anchored in the ground using a 3-foot length of anchor assembly tubing, which is oversized, driven into the soil.
- D. Signs shall be mounted to the tubing by galvanized bolts supplied by the manufacturer.

#### 2.3 FABRICATION

- A. Fabricate work true to shape, size and tolerances, with straight lines free from twists, kinks, warps, dents, or other imperfections.
- B. Grind edges and ends of metal smooth, with no sharp edges and with corners slightly rounded.
- C. Provide sufficient type, quantity and size of anchors for proper fastening of items.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install items in accordance with approved shop drawings and manufacturer's instructions.
- B. Mount stop sign in the ground outside of pavement. Mount other signs in sidewalks behind curbs, or as shown on the drawings.
- C. Drive anchor assembly into the ground using either hand or paver equipment.
- D. Leave 1"-2" of anchor assembly above the surface.
- E. Attached sign post to anchor base assembly using galvanized bolts.
- F. Mount signs on post using galvanized bolts.
- G. Drill through asphalt or concrete, as required for signpost location.
- H. Install sign posts plumb and level, anchored rigid and secure.
- I. Upon completion, re-examine work and correct to insure that installation is firm, tight, anchored, in true

alignment with neat fits, without distortions, unsightly fastenings, raw edges or protrusions.

- 3.2 SIGNS
  - A. Securely attach to supporting posts with concealed fasteners in accordance with manufacturer's recommendations.
  - B. Clean surfaces.
- 3.3 CLEANUP
  - A. Upon completion, clean work areas by removing debris, surplus material and equipment from the site.

### END OF SECTION 10 14 53

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL:

- 1.1 RELATED DOCUMENTS:
  - A. All drawings associated with the entire project, including general provisions of the Contract, including The General Conditions of the Contract for Construction, General and Supplementary Conditions and Division-1 Conditions specification sections shall apply to the Division 26 specifications and drawings. The Contractor shall be responsible for reviewing and becoming familiar with the aforementioned and all other Contract Documents associated with the project.
  - B. Where contradictions occur between this section and Division 01, the more stringent requirement shall apply.
  - C. Contractor shall be defined as any and all entities involved with the construction of the project.
- 1.2 SUMMARY:
  - A. This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of Division 26 and Division 28. It expands and supplements the requirements specified in sections of Division 1 through 50.
- 1.3 ELECTRICAL INSTALLATIONS:
  - A. Drawings are diagrammatic in character and do not necessarily indicate every required conduit, box, fitting, etc.
  - B. Drawings and specifications are complementary. Whatever is called for in either is binding as though called for in both. Report any discrepancies to the Engineer and obtain written instructions before proceeding. Where any contradictions occur between the specifications and the drawings the more stringent requirement shall apply. The contractor shall include pricing for the more stringent and expensive requirements.
  - C. Drawings shall not be scaled for rough-in measurements or used as shop drawings. Where drawings are required for these purposes or have to be made from field measurement, take the necessary measurements and prepare the drawings.
  - D. The exact location for some items in this specification may not be shown on the drawings. The location of such items may be established by the Engineer during the progress of the work.
  - E. The contractor shall make the installation in such a manner as to conform to the site, avoid obstructions, preserve headroom and keep openings and passageways clear, without further instructions or costs to the Owner. All equipment shall be installed so access is maintained for serviceability.
  - F. Before any work is begun, determine that equipment will properly fit the allocated space and that conduit can be run as contemplated without interferences between systems, with structural elements or with the work of other trades.

- G. Verify all dimensions by field measurements.
- H. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components as much as practical, and connect equipment for ease of disconnecting and removal with minimum of interference with other installations.
- I. Make allowance for expansion and contraction for all building electrical components and conduit systems that are subject to such.
- J. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.

## 1.4 COORDINATION:

- A. Work out all installation conditions in advance of installation. The Contractor shall be responsible for preparing coordination drawings, showing all work, in all areas. The Contractor shall be responsible for providing all labor and material necessary to overcome congested conditions at no increase in contact sum. The Contractors base bid shall include any and all time and manpower necessary to develop such coordination efforts and drawings. Increases to contract sum or schedule shall not be considered for such effort.
- B. Provide proper documentation of equipment, product data and shop drawings to all entities involved in the project. Coordination shall include, but not be limited to the following:
- C. Coordination Drawings:
  - 1. Coordination drawings shall be prepared by the Contractor for his utilization and are his responsibility to assure systems will be installed in a manner to allow all systems to function properly.
  - 2. Coordination drawings are informational submittals. Submit coordination drawings to Engineer for information only to document proper coordination of all portions of work and that coordination issues have been identified and resolved prior to submitting to the Engineer and prior to commencing construction in each affected area. The review of the coordination drawings by the Engineer does not constitute a relief of responsibility of the Contractor or a change to the contract documents. The Contractor shall have sole responsibility in developing a fully coordinated and integrated ceiling cavity.
  - 3. CADD Drawings: Electronic AutoCAD drawings are available for purchase by the Contractor from the Engineer. Contact Engineer for further information in acquiring CADD drawings. The Engineers Construction documents cannot be used directly for coordination drawings. They are for information and initial coordination only.
  - 4. Wiring Diagrams: Provide wiring diagrams indicating: field installed electrical power; control wiring; cabling layouts; overcurrent protective devices; equipment, and equipment connections.
- D. Existing Conditions:
  - 1. Contractor shall carefully survey existing conditions prior to bidding work.
  - 2. Contractor shall be responsible for showing all existing conditions on the coordination drawings.
  - 3. Provide proper coordination of electrical work with existing conditions.
  - 4. Contactor shall report any issues or conflicts immediately to Engineer before commencing with work and prior to purchasing equipment and materials.

## 1.5 COORDINATION WITH OTHER DIVISIONS:

- A. General:
  - 1. Coordinate all work to conform to the progress of the work of other trades.
  - 2. Complete the entire installation as soon as the condition of the building will permit. No extras will be allowed for corrections of ill-timed work, when such corrections are required for proper installation of other work.
- B. Support Dimensions: Provide dimensions and drawings so that concrete bases and other equipment supports to be provided under other sections of the specifications can be built at the proper time.
- C. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.
- D. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.
- E. Modifications required as result of failure to resolve interferences, provide correct coordination drawings or call attentions to changes required in other work as result of modifications shall be paid for by responsible Contractor/Subcontractor.

## 1.6 DESIGN WORK REQUIRED BY CONTRACTOR:

- A. The construction of this project requires the Contractor to include the detailing and design of several systems and/or subsystems. All such design work associated with the development of the coordination drawings shall be the complete responsibility of the Contractor.
- B. The Contractor shall take the full responsibility to develop and complete routing strategies which will allow fully coordinated system to be installed in a fully functional manner. The Engineers contract drawings shall be for system design intent and general configurations.
- C. Systems or subsystems which require design responsibility by the contractor include but are not limited to:
  - 1. Temporary Facilities
  - 2. Utility Company Coordination details

## 1.7 PROJECT CONDITIONS:

- A. The contractor shall be required to attend a pre-bid walk-thru and shall make themselves familiar with the existing conditions. No additional costs to the Owner shall be accepted for additional work for existing conditions.
- B. Field verify all conditions prior to submitting bids.
- C. Report any damaged equipment or systems to the Owner prior to any work.
- D. Protect all work against theft, injury or damage from all causes until it has been tested and accepted.

- E. Be responsible for all damage to the property of the Owner or to the work of other contractors during the construction and guarantee period. Repair or replace any part of the work which may show defect during one year from the final acceptance of all work, provided such defect is due to imperfect material or workmanship and not due to the Owner's carelessness or improper use.
- F. The Contractor shall coordinate and co-operate with Owner at all times for all new to existing connections.
- G. Provide temporary electrical connections where required to maintain existing areas operable.
- H. Coordinate all services shut-down with the Owner; provide temporary services. Coordinate any required disruptions with Owner, at a minimum one week in advance.
- 1.8 SAFETY:
  - A. Refer to Division 01.
- 1.9 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:
  - A. Refer to Division 01 and conform with the Owners requirements.
- 1.10 REQUIREMENTS OF REGULATORY AGENCIES:
  - A. Refer to Division 01.
  - B. Execute and inspect all work in accordance with Underwriters Laboratories (UL), and all local and state codes, rules and regulations applicable to the trade affected as a minimum, but if the plans and/or specifications call for requirements that exceed these rules and regulations, the more stringent requirement shall be followed. Follow application sections and requirements and testing procedures of NFPA, IEEE, NEMA, CBM, ANSI, NECA, ICEA, NETA, and IETA.
  - C. Comply with standards in effect at the date of these Contract Documents, except where a standard or specific date or edition is indicated.
  - D. Energy Codes: All equipment and installations shall conform to Federal, State, and local Energy Conservation Standards.
  - E. The handling, removal and disposal of regulated liquids or other materials shall be in accordance with U.S. EPA, state and local regulations.
  - F. The handling, removal and disposal of lead based paint and other lead containing materials shall comply with EPA, OSHA, and any other Federal, State, or local regulations.
  - G. After entering into contract, Contractor will be held to complete all work necessary to meet these requirements without additional expense to the Owner.
  - H. All material used on this project shall be UL listed and labeled and be acceptable to the authority having jurisdiction as suitable for the use intended.

## 1.11 REQUIREMENTS OF LOCAL UTILITY COMPANIES:

- A. Comply with rules and regulations of local utility companies. Include in bid the cost of all meter boxes, meters and such accessory equipment which will be required but not provided by Local Utility Company for the project.
- B. Utility Connections:
  - 1. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies and controlling agencies. Provide required connection for each service.
  - 2. The contract documents indicate the available information on existing utilities and services and on new services (if any) to be provided to the project by utility companies and agencies. Notify Engineer immediately if discrepancies are found.
  - 3. Coordinate electrical utility interruptions at least one week in advance as approved in writing with the Owner and the Utility Company. Plan work so that duration of the interruption is kept to a minimum.
  - 4. Nominal System Voltages have been identified on the contract documents. Coordinate and install relay settings, circuit breaker settings, generator output settings, transformer taps, etc. with measured utility voltage obtained from the Utility. Identify Phase rotation and other parameters with Shop Drawings for Service Entrance Equipment Submittals.
  - 5. Provide Utility Company approved equipment and install all CT enclosures/bus, conduit and wiring, meter sockets, connection cabinets, etc. as required by Serving Utility. Locate final Meter location in conjunction with Utility representative and coordinate with Engineer.
  - 6. Make all applications for service including Temporary services for construction and coordinate service requirements. Arrange and pay for all Utility fees and costs of electricity until final services are transferred to owner.
  - 7. Document final phase rotation, voltages on each phase, neutral and ground currents and voltages once serving Utility services are connected at service entrance location. Adjust tap, relay, and other settings as necessary for delivered Utility electric services. Submit final configurations and values with Testing and Equipment Settings Report.

## 1.12 PERMITS AND FEES:

- A. Refer to Division 01.
- B. Contractor shall pay all fees required for connection to municipal and public utility facilities.
- C. Contractor shall arrange for and pay for all inspections, licenses and certificates required in connection with the work.

## 1.13 TEMPORARY FACILITIES:

- A. Light, Heat, Power, Etc. Responsibility for providing temporary electricity, heat and other facilities shall be as identified in these specifications, as shown on the drawings and as specified in Division 01.
- B. Existing exterior distribution equipment and devices shall not be used without written permission of the Owner. If used for temporary power, the equipment shall be properly maintained and any damage resulting from use shall be repaired by the Contractor. The guarantee period for new equipment shall not begin until the equipment is turned over to the Owner.

University of Colorado Denver | Anschutz Medical Campus Breckenridge Parking Lot Improvements

C. If AC power systems or their backup systems serving telecommunications, computer equipment, or their associated HVAC equipment and controls are taken out of service, for any reason, the Contractor shall be responsible for providing temporary systems during the period when the AC power systems or their backup systems are out of service. The Contractor shall be responsible for providing temporary power to all loads being interrupted.

## 1.14 PRODUCT OPTIONS AND SUBSTITUTIONS:

- A. Refer to the Instructions to Bidders and Division 01.
- B. The burden of proof that proposed equipment is equal in size, capacity, performance, and other pertinent criteria for this specific installation, or superior to that specified is up to the Contractor. If substitutions are not granted, the specified materials and equipment must be installed. Where substituted equipment is allowed, it shall be the Contractor's responsibility to notify all related trades of the accepted substitution and to assume full responsibility for all costs caused as a result of the substitution.
- C. Materials and equipment of equivalent quality shall be submitted for substitution prior to bidding. This may be done by submitting to the Engineer at least ten (10) working days prior to the bid date requesting prior review. This submittal shall include all data necessary for complete evaluation of the product.
  - 1. Substitutions shall be allowed <u>only</u> upon the written approval of the Engineer NO EXCEPTIONS.
  - 2. The Contractor shall be responsible for removal, replacement and remedy of any system or equipment which has been installed which does not meet the specifications and scheduled performance or which does not have prior approval.

## 1.15 SUBMITTALS:

- A. General
  - 1. Refer to the Conditions of the Contract (General and Supplementary), Division 01.
  - 2. Contractor shall provide a submittal schedule appropriate for the size and schedule of the project. Limit the number of large submittals being reviewed at one time and coordinate timing of sections that are dependent on each other.
  - 3. The Contractor shall identify any "long lead time" items which may impact the overall project schedule. If these submittal requirements affect the schedule, the Contractor shall identify the impacts and confer with the Engineer within two weeks of entering into the contract.
  - 4. The front of each submittal package shall be identified with the specification section number, job name, Owner's project number, date, Prime Contractor and Subcontractor's names, addresses, and contact information, etc. Each Specification Section shall be submitted individually and submittal shall be tabbed for the equipment/materials/etc. within the section. Submittals that are not complete with the required information will not be reviewed and will be sent back to be corrected.
  - 5. Submittals shall be provided electronically. All electronic submittals need to be complete with all design information and stamped for conformity by the contractor. Submittals will be reviewed, marked appropriately and returned by the same means received.
  - 6. An index shall be provided which includes:
    - a. Product
    - b. Specification Section
    - c. Manufacturer and Model Number

- 7. Submittal schedule shall be provided for review within four (4) working weeks from award of contract to successful bidder.
- B. Basis of Design: The manufacturer's material or equipment listed first in the specifications or on the drawings are the basis of design and are provided for the establishment of size, capacity, grade and quality. If alternates are used in lieu of the first names, the cost of any changes in construction required by their use shall be borne by this Contractor.
- C. All equipment shall conform to the State and local Energy Conservation Standards
- D. Contractor Review: Submittal of shop drawings, product data, and samples will be accepted only when submitted by the Contractor. Each submittal shall be reviewed by the contractor for general conformance with contract requirements and stamped by the respective contractor prior to submittal to the Engineer. Any submittal not stamped or complete will be sent back. Data submitted from subcontractors and material suppliers directly to the Engineer will not be processed unless written prior approval is obtained by the Contractor.
- E. Submittal Review Process: Before starting work, prepare and submit to the Engineer shop drawings and descriptive product data required for the project. Continue to submit in the stated format after each Engineer's action until a "No Exception Taken" or "Make Correction Noted" action is received. When a "Make Corrections Noted" is received, make the required corrections for inclusion in the operation and maintenance manual (O&M). Submittals marked "Make Corrections Noted" shall not be resubmitted during the submittal process. Unless each item is identified with specification section and sufficient data to identify its compliance with the specifications and drawings, the item will be returned "Revise and Resubmit". Where an entire submittal package is returned for action by the Contractor, the Engineer may summarize comments in letter format and return the entire set. Submittals shall be prepared per the requirements listed in each Division 26 Section.
- F. The Design Professional's review and appropriate action on all submittals and shop drawings is only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include:
  - 1. Accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes
  - 2. Construction means or methods
  - 3. Coordination of the work with other trades
  - 4. Construction safety precautions
- G. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgment to permit adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component.
- H. The Design Professional shall not be responsible for any deviations from the contract documents not brought specifically to the attention of the Design Professional in writing by the Contractor. This shall clearly identify the design and the specific element which vary from the Design. The Contractor shall be responsible for all remedy for lack of strict conformance associated with this criteria.

- I. The Design Professional shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- J. If more than two submittals (either for product data, shop drawings, record drawings, test reports, or O&M's are made by the Contractor, the Owner reserves the right to charge the Contractor for subsequent reviews by their consultants. Such extra fees shall be deducted from payments by the Owner to the Contractor.
- K. The contractor shall cloud all changes made on submittals that are marked "Revise and Resubmit."
- L. Required Submittals: Provide submittals for each item of equipment specified or scheduled in the contract documents. See table at the end of this section.
- M. Submit letters certifying compliance with ANSI standards for medium or high voltage gear. These letters shall be signed by a corporate officer and shall list applicable standards. Letters signed by local representatives will not be acceptable.
- N. Submit proposed changes to electrical room or other equipment room layouts when revised from contract documents prior to installation.
- O. Mark submittals with designations as shown on the drawings and identify as required by Specification Sections. Identification shall contain the information as required in details and each label shall be submitted in list form with disconnects, MCC's, panelboards, switchboards, overcurrent protection devices and utilization equipment.
- 1.16 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:
  - A. Product Listing:
    - 1. Prepare listing of major electrical equipment and materials for the project, within (2) two weeks of signing the Contract Documents and transmit to the Engineer.
      - a. Provide all information requested.
      - b. Submit this listing as a part of the submittal requirement; see Paragraph 1.15 "PRODUCT OPTIONS AND SUBSTITUTIONS."
    - 2. Unless otherwise specified, all materials and equipment shall be of domestic (USA) manufacture and shall be of the best quality used for the purpose in commercial practice.
    - 3. When two or more items of same material or equipment are required (lighting, wiring devices, switchgear, panelboards, protective devices, etc.) they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials steel bar stock, welding rods, solder, fasteners, except as otherwise indicated.
      - a. Provide products which are compatible within systems and other connected items.
    - 4. For conduit, wire and fittings, the Contractor shall select a prime and alternate manufacturer from the list of acceptable manufacturers provided in the appropriate sections of this Division. The prime and alternate manufacturers shall be identified in the product listing. The contractor shall make every effort to use the prime manufacturer for the entire project. If products from this manufacturer are unavailable, the Contractor shall use the listed alternate with the following provisions.
      - a. Wire: All wire placed in a single conduit or installed in multiple conduits making up parallel feeders shall be of the same manufacturer.

- b. Conduit and Fittings: All conduits and fittings installed exposed within the same room or immediate area shall be of the same manufacturer.
- B. Schedule of Values
  - 1. Provide Preliminary Schedule of Values to Engineer with product data submittal within four (4) weeks from award of contract to successful bidder. Provide according to the following descriptions:
    - a. General Construction
    - b. Demolition
    - c. Service/Distribution
    - d. Lighting Exterior
    - e. Lighting Controls
    - f. Basic Materials/Devices/Connections
  - 2. Provide a final Schedule of Values at close-out of project including updated values based on actual installation.
- C. Product Data:
  - 1. Where pre-printed data covers more than one distinct product, size, type, material, trim, accessory group or other variation, mark submitted copy with black pen to indicate which of the variations is to be provided.
  - 2. Delete or mark-out portions of pre-printed data which are not applicable.
  - 3. Where operating ranges are shown, mark data to show portion of range required for project application.
  - 4. For each product, include the following:
    - a. Sizes.
    - b. Weights.
    - c. Speeds.
    - d. Capacities.
    - e. Conduit and electrical connection sizes and locations.
    - f. Statements of compliance with the required standards and regulations.
    - g. Performance data.
    - h. Manufacturer's specifications.
    - i. Housing and proposed Finishes.
    - j. NEMA or other ratings that apply.
- D. Shop Drawings:
  - 1. Shop Drawings are defined as electrical system layout drawings prepared specifically for this project, or fabrication and assembly type drawings of system components to show more detail than typical pre-printed materials.
  - 2. Prepare Electrical Shop Drawings, except diagrams, to accurate scale, min 1/8"-1'-0", Electrical rooms shall be 1⁄4"-1'-0" unless otherwise noted.
  - 3. Shop drawings shall include:
    - a. Proposed equipment installations.
    - b. Electrical characteristics and connection requirements.
    - c. Wiring diagrams shall showing all components, internal connecting wiring, and contractor connection requirements including terminal blocks/lugs, wire sizes, etc.
- E. Coordination Drawings: See separate paragraph of this specification section.

- F. Test Reports:
  - 1. Submit test reports which have been signed and dated by the accredited firm or testing agency performing the test.
  - 2. Prepare test reports in the manner specified in the standard or regulation governing the test procedure (if any) as indicated.
  - 3. Submit test reports as required for O & M manuals.
- G. Operation and Maintenance Data: See separate paragraph of this specification section.
- H. Equipment Settings Report: Submit Equipment Settings Report for each device indicating final configurations and settings.
  - 1. Provide report of settings, parameters, programing inputs and parameters, etc., installed at each piece of electrical equipment that allows adjustments to be made in the field and those set at the factory. The report shall be arranged by specification section and each piece of equipment broken out individually or by listing of equipment if the same settings are installed in multiple pieces of equipment.
  - 2. In addition to the requirements above, include within this report any individual ground fault system settings; zone interlock operational settings; Arc Flash reduction schemes and levels; transfer switch settings including time delays and upstream protection device settings with copies of listed OCPD's for each ATS; settings of monitoring equipment including trip levels and alarm levels; Generator settings; phase rotation documentation; lighting control settings with associated timer settings; electrical interlock and/or kirk key system descriptions; posted operational signage; and any other pertinent information.
  - 3. Report shall be submitted and received by the Engineer at least fifteen calendar days prior to the contractor's request for final observation. Include in the O & M Manual after review and "No Exceptions Taken" has been accomplished.
- I. Record Drawings: See separate paragraph of this specification section.
- 1.17 DELIVERY, STORAGE AND HANDLING:
  - A. Refer to the Division 01, Sections on Transportation and Handling and Storage and Protection.
  - B. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling.
  - C. Check delivered equipment against contract documents and submittals.
  - D. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage and weather.
  - E. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

### 1.18 DEMOLITION/REMODEL WORK:

- A. Refer to Division 1 Section on Summary of work for requirements on working in Owneroccupied areas of the existing building and Division 2 section on selective demolition. The following paragraphs supplement the requirements of other Divisions.
- B. During the demolition phase of this contract it is the responsibility of this Contractor to carefully remove existing equipment, conduits, boxes, and related items either as shown on the demolition drawings as being removed, or as required for the work. These items shall be tagged, protected from damage and stored as directed by the Owner. A list of all items stored shall be turned over to the Engineer. At the completion of the remodeling work or when directed by the Engineer, all stored items not reused or wanted by the Owner shall be removed from the premises.
- C. The project involves renovation and remodel of the existing building. On the drawings, work may be denoted by showing items as bold or light line weight and certain renovation symbols are used. These indications and symbols are amplified as follows:
  - 1. **Bold Print** (when used): Work included in this contract is denoted in bold print or darker line weight.
  - 2. Light Print (when used): Work shown lightly indicates existing conditions to remain.

R = Existing item to be removed. Contractor shall remove the existing item and the associated existing wiring. Where the raceway serving the equipment is accessible (via removal of suspended ceiling, crawl space, etc.) the raceway shall also be removed. Where the removal of a raceway leaves visible evidence on an existing surface which is not being repaired or replaced by the General Contractor, this contractor shall repair the surface. Where the existing raceway is concealed, the outlet box shall be cleaned, and a blank cover-plate installed. Where the concealed raceway is uncovered by demolition performed by the General Contractor, the raceway shall be removed (or extended to new location if appropriate).

E = Existing item to remain, may necessitate removal and reinstallation to facilitate new work, maintain circuit continuity. Contractor shall perform the following function based upon the item to remain:

Luminaires - Remove only if required for new work and clean and reinstall.

ER = Existing item to remain, Replace device, maintain circuit continuity. Contractor shall perform the following function based upon the item to remain:

Luminaires - Clean and install new lamps.

RL = Existing item to be Relocated. Contractor shall remove the existing item, and store in a safe place. The existing item shall be relocated to the new position as called for on the drawings. At Contractor's option, the existing wiring may be extended (unused boxes shall be removed and conduit and wiring extended from nearest concealed box unless specifically noted otherwise), or new wiring may be run from the source. Based upon the item to be relocated, the Contractor shall perform the following function:

Luminaires - Clean and reinstall in new location.

RR = Remove and Reinstall. Existing item to be Removed and Reinstalled to facilitate new work.

- D. Existing equipment that is removed and not scheduled to be reused shall remain the property of the Owner and be delivered for disposition unless specifically indicated otherwise and shall be stored in a location designated by the Owner. Items which are removed and not wanted by the Owner shall become the property of the Contractor and shall be removed from the site.
- E. Existing equipment that is removed and is to be reused shall be cleaned, serviced and operable before being reinstalled.
- F. Revise panelboard schedules to reflect removal or relocation of equipment. Circuit integrity of equipment in adjacent areas shall be left intact.
- G. Where remodeling interferes with existing circuits and equipment which are not to be removed, such circuits and equipment shall be reworked and relocated as required to complete the project.
- H. The Contractor shall remove all distribution equipment, conductors, etc., which are indicated to be removed or which must be removed to accommodate demolition. Equipment to be removed may require reworking conduit and wiring in order to maintain service to other equipment.
- I. Where remodeling interferes with circuits serving areas outside of the project or phase limits or which are remodeled in later phases of the project, circuits shall be reworked or temporary circuits provided as required.
- J. Existing equipment and circuiting shown are based on field surveys and/or Owner furnished drawings. The Contractor shall verify conditions as they exist with necessary adjustments being made to the drawing information.
- K. Coordinate the routing of all conduits with the existing mechanical and plumbing systems in order to avoid conflicts with ducts, pipes, etc. Where existing electrical boxes, conduit, or equipment interfere with installation of new ducts, plumbing, walls, soffits, luminaires, outlets, etc., the Contractor shall resolve the conflict with the appropriate trade.
- L. Reuse of existing luminaires, devices, conduits, boxes, or equipment will be permitted only where specifically indicated on the drawings or allowed under the appropriate section of the specifications.
- M. Electrical Outages: Electrical outages must be held to a minimum. The Contractor shall submit a Method of Procedure (MOP) for each outage to the Owner, detailing the reasons for the outage, areas affected, sequence of procedures to accomplish work, estimated maximum length of time along with the date and time of day outage will occur. The Contractor shall meet with the Owner to set a schedule and date for the outage based on the MOP. Due to the critical implications of power outages, the Owner may direct the Contractor as to the time of day or night and date an outage may take place.
  - 1. The Contractor will be responsible for providing temporary power required for the duration of the outages. The required outages to connect and disconnect the temporary power will require a MOP as described above.
  - 2. Log each approved and implemented MOP and submit with O&M Manuals.
- N. PCB Ballasts: PCB type ballasts may be present in existing luminaires. If PCB ballasts are discovered by the Contractor, report such occurrence to the Owner immediately.

The Contractor shall remove and dispose of PCB type ballasts at an E.P.A. (Environmental Protection Agency) approved site in the prescribed manner acceptable to the EPA. The Contractor shall pay all fees associated with this work.

- O. Hazardous Material: If suspected hazardous material, in any form, is discovered by this Contractor in the process of his work, he shall report such occurrence to the Owner immediately. The Owner will determine the action to be taken. Hazardous material removed is not a part of the work to be done under this Division.
- P. Lamp Disposal: Contractor is responsible for sending removed lamps to be recycled. The Contractor shall ensure the recycling agency meets RCRA and CERCLA regulations. Provide certificate of compliance in O&M Manuals.

## 1.19 CUTTING AND PATCHING:

- A. Cutting and patching of electrical equipment, components, and materials may be required for removal and legal disposal of selected materials, components, and equipment. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.
- B. Refer to the Division 1 Section covering cutting and patching for general requirements.
- C. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
- D. Arrange for repairs required to restore other work, because of damage caused as a result of electrical installations.
- E. No additional compensation will be authorized for cutting and patching Work that is necessitated by ill-timed, defective, or non-conforming installations.
- F. Perform cutting, fitting, and patching of electrical equipment and materials required to:
  - 1. Uncover Work to provide for installation of ill-timed Work;
  - 2. Remove and replace defective Work;
  - 3. Remove and replace Work not conforming to requirements of the Contract Documents;
  - 4. Remove samples of installed Work as specified for testing;
  - 5. Install equipment and materials in existing structures;
  - 6. Upon written instructions from the Engineer, uncover and restore Work to provide for Engineer observation of concealed Work.
- G. Cut, remove and legally dispose of selected electrical equipment, components, and materials as indicated, including, but not limited to removal of conductors, conduit, luminaires, boxes, devices and other electrical items made obsolete by the new Work.
- H. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- I. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
- J. Locate, identify, and protect electrical services passing through remodel or demolition area and serving other areas required to be maintained operational.

K. When coring is required or identified, an x-ray of the area is to be taken prior to the performance of the work operation. X-ray work requires an MOP and protection.

## 1.20 ROUGH-IN:

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- B. Refer to equipment shop drawings and manufacturer's requirements for actual provided equipment for rough in requirements.
- C. Work through all coordination before rough-in begins.

## 1.21 ACCESSIBILITY:

- A. Install equipment and materials to provide required code clearances and access for servicing and maintenance. Coordinate the final location to ensure proper access for all trades. Allow ample space for removal of parts, fuses, lamps, etc. that require replacement or servicing.
- B. Extend all conduits so that junction and pull boxes are in accessible locations.

## 1.22 TESTING:

- A. Submit test reports as outlined in Division 01 Sections on Quality Control Services and each Division 26 Section.
- B. Testing as required by these specifications shall pertain to all equipment, wiring, devices, etc. installed under this contract and being reused.
- C. General Scope:
  - 1. Perform all tests and operational checks to assure that all electrical equipment, both Contractor and Owner-supplied, is operational within industry and manufacturer's tolerances and is installed in accordance with design specifications.
  - 2. The tests and operational checks shall determine the suitability for energization.
  - 3. Schedule tests and give a minimum of two weeks advance notice to the Engineer. Reschedule testing for Owner convenience if required.
- D. Test Report: Submit the completed report to the Engineer no later than fifteen (15) days after completion of test unless directed otherwise. The test report shall be bound and its contents certified. A final compilation of all Test Reports shall be submitted with the Testing and Equipment Settings Report (Refer to Operation and Maintenance Data paragraphs).
- E. Each test report shall include the following:
  - 1. Project information including: Building, name, address, date, and other pertinent information.
  - 2. List of equipment tested.
  - 3. Description of test.
  - 4. List of test equipment used and calibration date.
  - 5. Baseline, acceptable, or published target value for test with code or standard reference indicating where value was derived.
  - 6. Test results that summarize all measured values with baseline values.

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- 7. Conclusions and recommendations.
- 8. Appendix, including appropriate test forms that show all measured values.
- F. Failure to Meet Test:
  - 1. Any system material or workmanship which is found defective on the basis of performance tests shall be reported directly to the Engineer.
  - 2. All failed tests shall be sent immediately by email to Engineer with proposed corrective action and proposed re-test date and time.
  - 3. Contractor shall replace the defective material or equipment as necessary, and have test repeated until test proves satisfactory without additional cost to the Owner.
- G. The testing agency shall have a calibration program which maintains all applicable test instrumentation within rated accuracy. The accuracy shall be traceable to the National Institute of Standards and Technology (NIST) in an unbroken chain. Instruments shall be calibrated in accordance with the following frequency schedule:
  - 1. Field Instruments: 6 months
  - 2. Laboratory Instruments: 12 months
  - 3. Leased specialty equipment: 12 months. (Where accuracy is guaranteed by lessor
  - 4. Dated calibration labels shall be visible on all test equipment.

## 1.23 EXCAVATING AND BACKFILLING:

- A. General:
  - 1. Provide all necessary excavation and backfill for installation of electrical work in accordance with Division 02.
  - In general, follow all regulations of OSHA as specified in Part 1926, Subpart P, "Excavations, Trenching and Shoring." Follow specifications of Division 26 as they refer specifically to the electrical work.
- B. Contact Owners of all underground utilities to have them located and marked, at least 2 business days before excavation is to begin. Prior to starting excavation, brief employees on marking and color codes and train employees on excavation and safety procedures for Utilities including electrical lines and natural gas lines. When excavation approaches electrical or gas lines, expose lines by carefully probing and hand digging.
- C. Trenching:
  - 1. Provide all necessary pumping, cribbing and shoring.
  - 2. Walls of all trenches shall be a minimum of 6 inches clearance from the side of the nearest electrical work. Install conduits with a minimum of 6 inches (or as identified on the drawings) clearance between them when located in same trench.
  - 3. Dig trenches to depth, width, configuration, and grade appropriate to the materials being installed. Dig trenches to 6 inches below the level of the bottom of the material to be installed. Install 6 inches bed of sand, pea gravel, or squeegee, mechanically tamp to provide a firm bed, true to line and grade without irregularity. Provide depressions only at hubs, couplings, flanges, or other normal protrusions.
- D. Backfilling shall not be started until all work has been inspected, tested and accepted. All backfill material shall be accepted by the soils engineer. In no case shall lumber, metal or other debris be buried in with backfill.

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- 1. Provide warning tape for marking and locating underground utilities. Tape shall be specifically manufactured for this purpose and shall be polyethylene film, 6 inches wide, 0.004 inches thick and have a minimum strength of 1750 psi. Tape shall carry continuous inscription naming the specific utility.
  - a. Tape shall have magnetic strip and be used for exterior underground system only.
- E. Trench Backfill
  - 1. Backfill to 4 inches above top of conduits with sand, the same as used for conduit bed, compact properly.
  - 2. Continue backfill to finish grade, using friable material free of rock and other debris. Install in 6 inch layers, each properly moistened and mechanically compacted prior to installation of ensuing layer. Compaction by hydraulic jetting is not permissible.
- F. After backfilling and compacting, any settling shall be refilled, tamped, and refinished at contractor's expense.
- G. This contractor shall repair and pay for any damage to finished surfaces.
- H. Backfill near manholes or hand holes using sand, installing it in 6 inch layers to 4 inches above the shallowest conduit. Use suitable excavated material to complete the backfill, installed in 6 inch layers and mechanically compacted to seal against water infiltration. Compact to 95% below paving and slabs and 90% elsewhere.
- I. Use suitable excavated material to complete the backfill, installed in 6 inch lifts and mechanically compacted to seal against water infiltration. Compact to 95 percent for the upper, 30 inches below paving and slabs and 90 percent elsewhere.
- 1.24 CLEANING:
  - A. Refer to the Division 01 Section on project closeout or final cleaning for general requirements for final cleaning.
  - B. Clean all luminaires, lamps and lenses per manufacturer's recommendations prior to final acceptance. Replace all inoperative lamps.

## 1.25 RECORD DOCUMENTS:

- A. Refer to the Division 01 Section on Project Closeout or Project Record Documents for requirements. The following paragraphs supplement the requirements of Division 01.
- B. Keep a complete set of record document prints in custody during entire period of construction at the construction site. Documents shall be updated on a weekly basis.
- C. Mark Drawings to indicate revisions to conduit size and location both exterior and interior; actual equipment locations, dimensioned from column lines; concealed equipment, dimensioned to column lines; distribution and branch electrical circuitry; fuse and circuit breaker size and arrangements; support and hanger details; concealed control system devices, and any other relevant deviations from the Contract Documents.
- D. Mark shop drawings to indicate approved substitutions; Addenda; Change Orders; actual equipment and materials used.

- E. Schedules:
  - 1. Mark luminaire schedule on drawings to indicate manufacturer and complete catalog numbers of installed equipment.
  - 2. Mark schedules including panelboard, switchboard, motor control center, mechanical, kitchen and similar equipment schedules on drawings to indicate installed equipment and materials used, and any deviations or revisions to electrical load data and calculations.
- F. Revisions to the Contract Documents shall be legible and shall be prepared using the following color scheme.
  - 1. Red shall indicate new items, deviations and routing.
  - 2. Green shall indicate items removed or deleted.
  - 3. Blue shall be used for relevant notes and descriptions.
- G. At the completion of the project, obtain from the Engineer a complete set of the Contract Documents in a read-only electronic format (.pdf unless otherwise noted). This set will include all revisions officially documented through the Engineer. Using the above color scheme, transfer any undocumented revisions from the construction site record drawings to this complete set. Submit marked up and completed documents to the Engineer. This contract will not be considered completed until these record documents have been received and reviewed by the Engineer.
- H. Contractor may propose methods of maintaining record documents on electronic media. Obtain approval of Engineer and Owner prior to proceeding. Marked-up .pdf format readable by Bluebeam is preferred.
- I. One full size set of record drawing one line diagrams shall be posted in the electrical room and one half size set of the remaining electrical record drawings shall be bound with 3 Hole inserts and plastic cover and stored in the electrical room.
- 1.26 OPERATION AND MAINTENANCE DATA:
  - A. Refer to the Division 1 Section on project closeout or operation and maintenance data for procedures and requirements for preparation and submittal of maintenance manuals.
  - B. No later than four (4) weeks prior to the completion of the project provide complete set of operating and maintenance manuals, or as specified in Sections of Division 1 (whichever is more stringent). Operation and Maintenance Data shall be submitted in electronic format.
  - C. Operation and Maintenance Data: Submit operation and maintenance data in maintenance manual in accordance with requirements of applicable Division 26 Sections and Division 1. Provide Operating and Maintenance Instructions in electronic format covering all equipment furnished. Manuals shall include all information required below, as indicated in each Division 26 Section, and the following for each piece of equipment:
    - 1. The job name and address, contractor's name, address, and phone number, and each subcontractor's name, address, and phone number shall be identified at the front of the electronic submittal.
    - 2. Name, address and telephone number to be contacted of the local authorized service organization/company and individual to be contacted for service and maintenance for each item of equipment.

- 3. Submit operation and maintenance data, schedule of recommended service and parts lists for all materials and products specified and intended for installation. Include description of function, normal operating characteristics and limitations, fuse curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
- 4. Manufacturer's printed operating procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shut-down, and emergency instructions; and summer and winter operating instructions.
- 5. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
- 6. Servicing instructions and lubrication charts and schedules.
- 7. Manufacturer's service manuals for all electrical equipment provided under this contract.
- 8. Complete equipment and protection wiring diagrams. All wiring diagrams shall show color coding of all connections and mounting dimensions of equipment.
- 9. Equipment identification numbers and adjustment clearly indicated for each piece of equipment.
- 10. Electrical System and Equipment Warranties.
- 11. Provide manuals tabbed and divided into major sections and special equipment. Mark the individual equipment when more than one model or make is listed on a page. Provide detailed table of contents.
- 12. Record Set of Shop Drawings: Shop drawings corrected to show as-built conditions. Transfer modifications from field set.
- 13. Equipment Testing Report including all test reports and Equipment Settings Report indicating final configurations and settings.
- D. This contract will not be considered completed nor will final payment be made until all specified material, including test reports, settings reports, and final Schedule of Values with all Electrical change order costs included and identified is provided and the manual is reviewed by the Engineer.

## 1.27 PROJECT CLOSEOUT LIST:

- A. In addition to the requirements specified in Division 1, complete the requirements listed below.
  - 1. The contractor shall be responsible for providing the items listed on the Electrical Submittal Checklist prior to applying for certification of substantial completion. Refer to individual specification sections for additional requirements (Checklist is located at the end of this section.)
  - 2. Final payment will not be authorized until all items on the final punch list have been complete.

## 1.28 WARRANTIES:

- A. Refer to the Division 1 Section on Warranties and Bonds for procedures and submittal requirements for warranties. Refer to individual equipment specifications for warranty requirements. In no case shall the warranty for the total electrical system be less than one year from date of acceptance by the Owner.
- B. Compile and assemble the warranties specified in Division 26, into a separated set of vinyl covered, three ring binders, tabulated and indexed for easy reference.
- C. Provide complete warranty information for each item. Information to include product or equipment description, date of beginning of warranty or bond; duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

## 1.29 CONSTRUCTION REQUIREMENTS:

- A. The contractor shall maintain and have available at the jobsite current information on the following at all times:
  - 1. Up to date record drawings.
  - 2. Addenda
  - 3. Change Orders
  - 4. Submittals
  - 5. Site observation reports with current status of all action items.
  - 6. Test results; including recorded values, procedures, and other findings.
  - 7. Outage information.

END SECTION 26 05 00

## SECTION 26 05 19 – LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 - GENERAL

#### 1.1 SUMMARY:

- A. This section includes wires, cables, and connectors for power, lighting, signal, control, and related systems rated 600 volts and less.
- 1.2 QUALITY ASSURANCE:
  - A. Manufacturers: Firms regularly engaged in manufacture of electrical wire and cable products of types, sizes, and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.
  - B. Installer's Qualifications: Firm with at least 3 years of successful installation experience with projects utilizing electrical wiring and cabling work similar to that required for this project.
  - C. Conform to applicable code regulations regarding toxicity of combustion products of insulating materials.
- 1.3 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product Data: Submit manufacturer's data on electrical wires, cables and connectors.
- 1.4 DELIVERY, STORAGE, AND HANDLING:
  - A. Deliver wire and cable properly packaged in factory- fabricated type containers, or wound on NEMA-specified type wire and cable reels.
  - B. Store wire and cable in clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.
  - C. Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.
- PART 2 PRODUCTS
- 2.1 WIRES AND CABLES:
  - A. General: Provide wire and cable suitable for the temperature, conditions, and location where installed.
  - B. Conductors: Provide solid conductors and approved connectors for power, control, and lighting circuits 10 AWG and smaller. Provide stranded conductors for 8 AWG and larger.
  - C. Conductor Material: Provide copper for all wires and cables.

## 2.2 CONNECTORS:

- A. Description: Provide UL-type factory-fabricated, solderless metal connectors of sizes, ampacity ratings, materials, types and classes for applications and for services indicated. Use connectors with temperatures equal to or greater than those of the wires upon which used.
- B. Provide 2-hole compression lugs for all power feeder, neutral, and grounding connections when installed on bus bars. (Including phase, neutral and grounding conductors).
- C. Provide connectors that are designed to accept stranded conductors where stranded conductors are used.

PART 3 - EXECUTIONWIRE AND CABLE INSTALLATION SCHEDULE:

- A. Metal Clad Cable/HCF Not anticipated for project
- 3.2 INSTALLATION OF WIRES AND CABLES:
  - A. General: Install electrical cables, wires and connectors in compliance with applicable requirements of NEC, NEMA, UL, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
  - B. Coordinate wire/cable installation work, including electrical raceway and equipment connection work, with other work.
  - C. Pull conductors simultaneously where more than one is being installed in same raceway. Use pulling compound or lubricant, where necessary; compound used must not deteriorate conductor or insulation.
  - D. Use pulling means including, fish tape, cable, rope and basket weave wire/cable grips which will not damage cables or raceway. Do not use rope hitches for pulling attachment to wire or cable.
  - E. Keep conductor splices to minimum. Splice only in accessible junction boxes. No splices are allowed in feeder, control or fire alarm wiring. Connect unspliced wire to numbered terminal strips at each end.
  - F. Install splices and taps which possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
  - G. Use splice and tap connectors which are compatible with conductor material.
  - H. Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std. 486A.
  - I. Provide adequate length of conductors within electrical enclosures and train the conductors to terminal points with no excess. Bundle multiple conductors, with conductors larger than No. 10 AWG cabled to individual circuits. Make terminations so there is no bare conductor at the terminal.
  - J. Use solderless pressure connectors with insulating covers for copper wire splices and taps, 8 AWG and larger. For 10 AWG and smaller, use insulated screw on type spring wire connectors with plastic caps, push on type are not acceptable.

- K. Use copper compression connectors for copper wire splices and taps, 1/0 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of the conductor.
- L. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- M. Thoroughly tape the ends of spare conductors in boxes and cabinets.
- N. Install exposed cable, parallel and perpendicular to surfaces, or exposed structural members, and follow surface contours, where possible.
- O. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by manufacturer. Provide ground jumper from outlet box to individual ground terminal of devices.
- P. Parallel conductors shall be cut to the same length.
- Q. Where conduit is not required, plenum rated cable shall be provided in ceiling, floor or other air plenum spaces.
- R. Provide wire training, lacing, labeling, and terminal blocks as required in panelboards and cabinets. All wiring shall be installed neat and be labeled to match wiring diagrams, control devices, etc.
  - 1. Make temporary connections to panelboard devices with sufficient slack conductor to facilitate reconnections required for balancing loads between phases.
- S. Color coding of switch legs, travelers, etc. shall be different and distinct from phase and neutral conductors. Where systems utilize two (2) different voltages, the color coding of switch legs, travelers, etc. shall be different and distinct for each voltage system.

## 3.3 FIELD QUALITY CONTROL:

- A. Test installed wires and cables with 1000 VDC megohm meter to determine insulation resistance levels to ensure requirements are fulfilled. Test shall be made on all feeders regardless of size and on all branch circuits with No. 4 AWG and larger conductors. The megger values obtained shall be compared to the minimum values listed in NETA. All phase conductors and cables shall be meggered after installation, and prior to termination. Submit test report.
- B. Prior to energization, test wires and cables for electrical continuity and for short-circuits.
- C. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

## 3.4 COLOR CODING SCHEDULE:

A. Color code secondary service, feeder, and branch circuit conductors as follows:

120/208 Volts	Phase
Black	А
Red	В
Blue	С

White	Neutral
Green	Ground

- B. Conductors shall be solid color for entire length.
- C. If solid color conductor insulation is not available and specific acceptance is given by the engineer for use of black conductor insulation, provide the following:
  - 1. Conductors 6 AWG and smaller shall be solid color for the entire length.
  - 2. Conductors 4 AWG and larger shall have either solid color insulation as specified above for the entire length or be black with color coding at each termination and in each box or enclosure. For a distance of 6 inches use half-lapped <sup>3</sup>/<sub>4</sub> inch plastic tape in the above specified color. Do not cover cable identification markings. Adjust tape locations to prevent covering of markings.

END OF SECTION 26 05 19

## SECTION 26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY:

- A. This Section includes solid grounding of electrical systems and equipment. It includes basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other sections of these Specifications.
- 1.2 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product data for ground rods, connectors and connection materials, and grounding fittings.
  - C. Wiring Diagrams: Submit wiring diagrams for electrical grounding and bonding work which indicates layout of ground rings, location of system grounding electrode connection, routing of grounding electrode conductors, also include diagrams for circuits and equipment grounding connections.
- 1.3 QUALITY ASSURANCE:
  - A. Listing and Labeling: Provide products specified in this Section that are listed and labeled. The terms "listed" and "labeled" shall be defined as they are in the National Electrical Code, Article 100.
  - B. Manufacturer's Qualifications: Firms regularly engaged in manufacture of grounding and bonding products, of types, and ratings required, and ancillary grounding materials, including stranded cable, copper braid and bus, grounding electrodes and plate electrodes, and bonding jumpers whose products have been in satisfactory use in similar service for not less than 5 years.
  - C. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with electrical grounding work similar to that required for project.

## PART 2 - PRODUCTS

- 2.1 GROUNDING AND BONDING PRODUCTS:
  - A. Products: Of types indicated and of sizes and ratings to comply with NEC. Where types, sizes, ratings, and quantities indicated are in excess of NEC requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.
  - B. Conductor Materials: Copper.
- 2.2 WIRE AND CABLE CONDUCTORS:
  - A. General: Comply with Division 26 Section on Wires and Cables. Conform to NEC, except as otherwise indicated, for conductor properties, including stranding.
  - B. Equipment Grounding Conductor: Green insulated.

- C. Grounding Electrode Conductor: Stranded cable.
- D. Bare Copper Conductors: Conform to the following:
  - 1. Solid Conductors: ASTM B-3
  - 2. Assembly of Stranded Conductors: ASTM B-8
  - 3. Tinned Conductors: ASTM B-33
- 2.3 MISCELLANEOUS CONDUCTORS:
  - A. Ground Bus: Bare annealed copper bars of rectangular cross section.
  - B. Braided Bonding Jumpers: Copper tape, braided No. 30 gage bare copper wire, terminated with copper ferrules.
  - C. Bonding Strap Conductor/Connectors: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.
- 2.4 CONNECTOR PRODUCTS:
  - A. General: Listed and labeled as grounding connectors for the materials used.
  - B. Pressure Connectors: High-conductivity-plated units.
  - C. Bolted Clamps: Heavy-duty units listed for the application.
  - D. Exothermic Welded Connections: Provided in kit form and selected for the specific types, sizes, and combinations of conductors and other items to be connected.
- 2.5 GROUNDING ELECTRODES:
  - A. Ground Rods: Copper-clad steel with high-strength steel core and electrolytic-grade copper outer sheath, molten welded to core.
    - 1. Size: 5/8" by 10 feet.

#### PART 3 - EXECUTION

#### 3.1 APPLICATION:

- A. Equipment Grounding Conductor Application: Comply with NEC for sizes and quantities of equipment grounding conductors, except where larger sizes or more conductors are indicated.
  - 1. Install separate insulated equipment grounding conductors with circuit conductors for the following in addition to those locations where required by Code:
    - a. Feeders and branch circuits.
    - b. Provide individual grounding and neutral conductors for each isolated ground receptacle. When individual or groups of isolated ground receptacles are on dedicated circuits, individual ground and neutral conductors for each circuit is acceptable.
  - 2. Nonmetallic Raceways: Install an insulated equipment ground conductor in nonmetallic raceways unless they are designated for telephone or data cables.

- B. Underground Conductors: Bare, tinned, stranded copper except as otherwise indicated.
- C. All systems shall be grounded in accordance with the NEC.

### 3.2 INSTALLATION:

- A. General: Ground electrical systems and equipment in accordance with NEC requirements except where the Drawings or Specifications exceed NEC requirements. Connect together system neutral, service equipment enclosures, exposed noncurrent carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors, and plumbing systems.
- B. Ground Rods: Locate a minimum of two-rod lengths from each other and at least the same distance from any other grounding electrode. Interconnect ground rods with bare conductors buried at least 24 inches below grade. Connect bare-cable ground conductors to ground rods by means of exothermic welds except as otherwise indicated. Make these connections without damaging the copper coating or exposing the steel. Drive rods until tops are 6 inches below finished floor or final grade except as otherwise indicated.
- C. UFER Ground: Fabricate grounding electrode conductor by installing lengthwise in form for foundation or footings. Install so conductor is within 2 inches of the bottom of the concrete. Extend conductor below grade and connect to building grounding grid, grounding electrode, or ground bar as required and as shown on plan drawings and details.
- D. Labeling: Provide a phenolic tag for all grounding electrode conductors as described in section on Electrical Identification.
- E. Braided-Type Bonding Jumpers: Install to connect ground clamps on water meter piping to bypass water meters electrically. Use elsewhere for flexible bonding and grounding connections.
- F. Route grounding conductors along the shortest and straightest paths possible without obstructing access or placing conductors where they may be subjected to strain, impact, or damage, except as indicated.
- G. Where grounding conductors, grounding electrode conductors, or bonding conductors are nonexposed, identify each with a 6-inch band of green tape at each end and at 10 foot intervals. When run in conduits, provide color banding on conduit per section on Electrical Identification.

#### 3.3 CONNECTIONS:

- A. General: Make connections in such a manner as to minimize possibility of galvanic action or electrolysis. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to assure high conductivity and make contact points closer in order of galvanic series.
  - 2. Make connections with clean bare metal at points of contact.
  - 3. Coat and seal connections involving dissimilar metals with inert material such as red lead paint to prevent future penetration of moisture to contact surfaces.
- B. Exothermic Welded Connections: Use for connections to structural steel and for underground connections except those at test wells. Install at connections to ground rods and plate electrodes. Comply with manufacturer's written recommendations. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

- C. Terminate insulated equipment grounding conductors for feeders and branch circuits with pressure-type grounding lugs. Where metallic raceways terminate at metallic housings without mechanical and electrical connection to the housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to the ground bus in the housing. Bond electrically non-continuous conduits at both entrances and exits with grounding bushings and bare grounding conductors. Terminate each conductor on an individual ground lug terminal.
- D. Tighten grounding and bonding connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values for connectors and bolts. Where manufacturer's torqueing requirements are not indicated, tighten connections to comply with torque tightening values specified in UL 486A.
- E. Compression-Type Connections: Use hydraulic compression tools to provide the correct circumferential pressure for compression connectors. Use tools and dies recommended by the manufacturer of the connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on the ground conductor.
- F. Moisture Protection: Where insulated ground conductors are connected to ground rods or ground buses, insulate the entire area of the connection and seal against moisture penetration of the insulation and cable.
- 3.4 UNDERGROUND DISTRIBUTION SYSTEM GROUNDING:
  - A. Pad Mounted Gear: Install a 5/8 inch by 10 feet, driven ground rod inside the cable access block-out of the pad and set the rod depth such that 4 inches will extend above the finished pad. Where necessary, install ground rod before the equipment is placed. Protect ground rods passing through concrete with a double wrapping of pressure-sensitive tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below the concrete.
  - B. Grounding System: Ground non-current-carrying metallic items associated with pad-mounted equipment by connecting them to grounding electrodes arranged as indicated.

## 3.5 FIELD QUALITY CONTROL:

- A. Upon completion of installation of electrical grounding and bonding systems, test ground resistance with ground resistance tester. Where tests show resistance-to-ground is over 5 ohms, take appropriate action to reduce resistance to 5 ohms, or less, by driving additional ground rods; then retest to demonstrate compliance.
- B. Ground Resistance Test:
  - 1. Grounding electrode resistance testing shall be accomplished with a ground resistance direct-reading single test meter utilizing the fall-of-potential method and two reference electrodes. Perform test prior to interconnection to other grounding systems. Orient the ground electrode to be tested and the two reference electrodes in a straight line spaced fifty (50) feet apart. Drive the two reference electrodes five (5) feet deep.
- C. Correct Deficiencies, Retest and Report:
  - 1. Correct unsatisfactory conditions and retest to demonstrate compliance; replace conductors, units and rods as required to bring system into compliance.
  - 2. Prepare a written report and show temperature, humidity and condition of soil at time of tests. Report shall be certified by testing agency that identifies components checked and

describes results. Include notation of deficiencies detected, remedial action taken, and observations and test results after remedial action.

- 3.6 CLEANING AND ADJUSTING:
  - A. Restore surface features at areas disturbed by excavation and reestablish original grades except as otherwise indicated. Where sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other Work to their original condition. Include necessary top-soiling, fertilizing, liming, seeding, sodding, sprigging, or mulching. Restore vegetation and disturbed paving to original condition.

END OF SECTION 26 05 26

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## SECTION 26 05 33 RACEWAY AND WIREWAY FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

### 1.1 SUMMARY:

- A. Extent of raceway work is indicated by drawings and schedules. Provide complete conduit systems for all conductors unless otherwise specified.
- B. Types of raceways specified in this section include the following:
  - 1. Rigid Galvanized Steel Conduit (GRC)
  - 2. Electrical metallic tubing (EMT)
  - 3. Non-metallic Conduit (PVC)

## 1.2 QUALITY ASSURANCE:

- A. Manufacturers: Firms regularly engaged in manufacture of raceway systems of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with electrical raceway work similar to that required for this project.
- 1.3 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product Data: Submit manufacturer's technical product data, including specifications and installation instructions, for each type of raceway system required. Include data substantiating that materials comply with requirements.
  - C. Shop Drawings: Submit dimensioned drawings of surface metal raceway systems showing layout of raceways and fittings, spatial relationships to associated equipment, and adjoining raceways, if any. Show connections to electrical power panels and feeders.

#### PART 2 - PRODUCTS

- 2.1 METAL CONDUIT AND TUBING:
  - A. Rigid Galvanized Steel Conduit (GRC):
    - 1. Conduit: Rigid steel, zinc-coated inside and outside, threaded ends.
    - 2. Fittings: Threaded galvanized steel, bushings shall have nylon insulated throat.
  - B. Electrical Metallic Tubing (EMT):
    - Conduit: Galvanized steel tubing. Fittings: Steel compression fittings for rain-tight and concrete-tight applications. Steel set-screw for all other connections. Set-screw quick fit type for 2-1/2 inches and larger may be used. Bushings shall be threaded and have nylon insulated throat or nylon bushing.

#### 2.2 NON-METALLIC CONDUIT AND DUCTS:

- A. Rigid Non-Metallic Conduit (PVC):
  - 1. Conduit: Schedule 40 polyvinyl chloride (PVC), 90°C for direct burial or concrete encasement.
  - 2. Fittings: Mate and match conduit type and material. Cement as recommended by manufacturer.
- 2.3 CONDUIT BODIES:
  - A. General: Types, shapes and sizes, as required to suit individual applications and NEC requirements. Provide matching gasketed covers secured with corrosion-resistant screws.
  - B. Metallic Conduit and Tubing: Use malleable iron conduit bodies. Use bodies with threaded hubs for threaded raceways and in hazardous locations.
  - C. Nonmetallic Conduit: Use nonmetallic conduit bodies.
- 2.4 CONDUIT SIZES:
  - A. Conduit sizes shall be as shown on the drawings. If the conduit size is not given on the drawings, the conduit shall be sized in accordance with NEC based on the number of conductors enclosed plus a parity sized equipment ground conductor and be subject to the following minimum sizes:
- 2.5 RACEWAY SEALING COMPOUND:
  - A. Non-hardening, safe for human skin contact, not deleterious to cable insulation, workable at temperatures as low as 35 deg. F (1 deg. C), withstands temperature of 300 deg. F (149 deg. C) without slump, and adheres to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials and the common metals.
- PART 3 EXECUTION
- 3.1 INSPECTION:
  - A. Examine areas and conditions under which raceways are to be installed, and substrate which will support raceways. Provide notification in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.
- 3.2 CONDUIT SCHEDULE:
  - A. Buried Raceways: Schedule 40, rigid PVC plastic conduit.
  - B. Raceways embedded in contact with earth: Schedule 40, PVC plastic conduit.
  - C. Raceways in all other areas shall be electrical metallic tubing unless otherwise noted.
- 3.3 INSTALLATION OF CONDUITS:
  - A. General: Install electrical raceways in accordance with manufacturer's written installation instruction, applicable requirements of NEC, and as follows:

- 1. Conceal all conduits unless indicated otherwise, within finished walls, ceilings, and floors. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install raceways level and square and at proper elevations.
- 2. Complete installation of electrical raceways before starting installation of conductors within raceways.
- 3. Provide supports for raceways as specified elsewhere in Division 26.
- 4. Prevent foreign matter from entering raceways by using temporary closure protection.
- 5. Make bends and offsets so the inside diameter is not effectively reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.
- 6. Use raceway fittings that are types compatible with the associated raceway and suitable for the use and location. Install expansion fittings across all structural construction joints and expansion/deflection couplings across all structural expansion joints.
- 7. Run raceways parallel and perpendicular to building elements and other equipment with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions except as otherwise indicated.
- 8. Install exposed raceways parallel and perpendicular to nearby surfaces or structural members and follow the surface contours as much as practical.
- 9. Run exposed and parallel raceways together. Make bends in parallel runs from the same center line so that the bends are parallel. Factory elbows may be used only where they can be installed parallel. In other cases provide field bends for parallel raceways.
- 10. Make raceway joints tight. Where joints cannot be made tight, use bonding jumpers to provide electrical continuity of the raceway system. Make raceway terminations tight. Where terminations are subject to vibration, use bonding bushings or wedges to assure electrical continuity. Where subject to vibration or dampness, use insulating bushings to protect conductors. Joints in non-metallic conduits shall be made with solvent cement in strict accordance with manufacturer's recommendations.
- 11. Tighten set screws of thread less fittings with suitable tool.
- 12. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely and install the locknuts with dished part against the box. RGC and IMC shall be secured with double locknuts and an insulated metallic bushing. EMT shall be secured with one locknut and shall have nylon insulated throats or threaded nylon bushings from 1/2" to 1". 1-1/4" and above shall be metal with nylon insulated throats. Use grounding type bushings for feeder conduits at switchboards, panelboards, pull boxes, transformers, motor control centers, VFD's, etc.
- 13. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- 14. Provide nylon pull string with printed footage indicators having not less than 200 pounds tensile strength. Leave not less than 12 inches of slack at each end of the pull string. Identify with tags at each end the origin and destination of each empty conduit and indicate same on all empty or spare conduits on the as-built drawings.
- 15. Install raceway sealing fittings in accordance with the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings where required by the NEC:
- 16. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs and set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; flexible metal conduit may be used 6 inches above the floor. Where equipment connections are not made under this contract, install screwdriver-operated threaded plugs flush with floor.
- 17. PVC externally coated rigid steel conduit: Patch all nicks and scrapes in PVC coating after installing conduit.

- 18. Where conduits are to be installed through structural framing members, the Contractor shall provide sleeves. The Engineer's written approval must be obtained prior to cutting, notching or drilling of structural framing members.
- 19. Ream the ends of all cut and/or threaded conduit. Ends shall be cut square.
- 20. Use of running threads for rigid or intermediate metallic conduit are not permitted. When threaded couplings cannot be used, provide 3 piece union or solid coupling.
- 21. Route conduit through roof openings for piping and ductwork where possible; otherwise, rout through jack with pitch pocket.
- 22. Conduit stub-ups from below grade or thru the slab shall be PVC coated or PVC taped rigid steel galvanized conduit and shall extend 6 inches above grade.
- 23. Wherever conduits enter a structure through a foundation or basement wall below grade, grout around the conduit with water-proof grout or install entrance seals. Seals shall be OZ Type WS or approved equivalent for new construction and OZ type CSM Series for existing structures.
- 24. Conduits shall not cross pipe shafts or ventilation duct openings. Where conduits must penetrate air-tight spaces or plenums, seal around the conduit with a mastic acceptable to the Engineer.
- 25. Install an insulated ground conductor in all conduits.
- 26. Where conduit sleeves penetrate fire rated floors or walls for installation of system cables, AC or MC cables, or modular wiring cables pack void around cables or empty sleeve with fire rated insulation and fill ends with fire-resistive compound. Seal opening around sleeve with UL listed foam silicone elastomer compound.
- 27. Use PVC-coated rigid steel or Fiberglass factory elbows for bends in plastic conduit runs longer than 100 feet, or in plastic conduit runs which have more than two bends regardless of length. Use long sweep bends for wiring larger than 350 mcm.
- 28. Wipe plastic conduit clean and dry before joining. Apply full even coat of cement to entire area that will be inserted into fitting. Let joint cure for 20 minutes minimum.
- No PVC conduit shall be run exposed or inside stud or masonry walls unless specifically called for on the drawings. Transition from PVC to metal conduit shall be made below grade.
- 30. Provide separate raceway systems for each of the following:
  - a. Lighting
  - b. Power Distribution
- B. Install buried electrical line warnings per Division 26 section "Electrical identification".
- C. Install labeling as required in Division 26 section "Electrical Identification".

3.4 ADJUSTING AND CLEANING:

A. Upon completion of installation of raceways, inspect interiors of raceways; clear all blockages and remove burrs, dirt and construction debris.

END OF SECTION 26 05 33

## SECTION 26 05 53 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY:

- A. This Section includes identification of electrical materials, equipment, and installations. It includes requirements for electrical identification components including but not limited to the following:
  - 1. Buried electrical line warnings
  - 2. Identification labeling for raceways, cables, and conductors
  - 3. Operational instruction signs
  - 4. Warning and caution signs
  - 5. Equipment labels and signs
- B. Identification required in this section shall apply to equipment furnished in Division 26.

#### 1.2 SUBMITTALS:

- A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
- B. Product Data for each type of product specified.
- C. Submit samples of each color, lettering style and other graphic representation required for identification materials including samples of labels and signs.
- 1.3 QUALITY ASSURANCE:
  - A. ANSI Compliance: Comply with requirements of ANSI Standard A13.1, "Scheme for the Identification of Piping Systems," with regard to type and size of lettering for raceway and cable labels.

## PART 2 - PRODUCTS

- 2.1 ELECTRICAL IDENTIFICATION PRODUCTS:
  - A. Adhesive Marking Labels for Exposed Raceway and Busway: Pre-printed, flexible, self-adhesive labels with legend indicating voltage and service (Emergency, Lighting, Power, Power D.C., HVAC, Communications, Control, Fire).
    - 1. Label Size for Raceways: Kroy or Brother Labels 1 inch high by 12 inches long (minimum) with 5/8 inch minimum height letters.
    - 2. Normal: White letters on black background indicating source equipment designation, circuit number(s), and voltage.
    - 3. Ground: White or black letters on green background indicating "GROUND" and equipment and designation.
    - 4. Where conduits enter or exit a panelboard, pull or junction box, switchboard, or other distribution equipment, conduit labels shall include circuit number in addition to feeder identification and voltage.
  - B. Provide colored Adhesive Marking Tape for banding Wires and Cables: Self-adhesive vinyl tape not less than 3 mils thick by 1 inch to 2 inches in width. Make each color band completely

encircling cables, at penetrations of walls and floors, at each junction box and at 20-foot maximum intervals in straight runs.

- C. Underground Line Marking Tape: Metal-detector detectable, permanent, bright-colored, continuous-printed, plastic tape compounded for direct-burial service not less than 6 inches wide by 4 mils thick. Printed legend indicative of general type of underground line below.
- D. Wire/Cable Designation Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound, cable/conductor markers with preprinted numbers and letter.
- E. Engraved, Plastic-Laminated Labels, Signs and Instruction Plates: Engraving stock melamine plastic laminate, 1/16 inch minimum thick for signs up to 20 square inches, or 8 inches in length; 1/8 inch thick for larger sizes. Engraved legend in white letters on black face for normal and white letters on red face for emergency, black letters on yellow face for UPS and punched for mechanical fasteners. Where required for ground connections, provide engraved legend in white letters on green face.
- F. Fasteners for Plastic-Laminated and Metal Signs: Self-tapping stainless steel screws when screw ends do not protrude into working areas of equipment otherwise use number 10/32 stainless steel machine screws with nuts and flat and lock washers or rivets.
- G. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking nylon cable ties, 0.18-inch minimum width, 50 lb. minimum tensile strength, and suitable for a temperature range from minus 50 degrees F to 350 degrees F. Provide ties in specified colors when used for color coding.
- H. Adhesive Marking Tape for Device Cover Plates: 3/8 inch Kroy tape or Brother labels with 3/16 inch minimum height letters. Tape shall have black letters on clear background for normal and red letters on clear background for emergency. Embossed Dymo-Tape labels are not acceptable.

## PART 3 - EXECUTION

## 3.1 INSTALLATION:

- A. Lettering and Graphics: Coordinate names, abbreviations, colors, and other designations used in electrical identification work with corresponding designations specified or indicated. Install numbers, lettering, and colors as approved in submittals and as required by code. Clean surfaces to receive nameplates and labels and install nameplates and labels on front of equipment parallel with equipment/raceway/cable/wire/etc. lines.
- B. Install identification devices in accordance with manufacturer's written instructions and requirements of NEC.
- C. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.
- D. Conduit Identification:
  - 1. Adhesive Marking Labels: Provide adhesive marking labels for exposed raceway and busway and Raceway or Busway located above accessible ceilings. Install labels at **//30** foot intervals. Conduits located above non-accessible ceiling or in floors and walls shall be labeled within 3 feet of becoming accessible. Labels for multiple conduits shall be aligned and read the same direction.

- E. Identify Junction, Pull and Connection Boxes: Identification of systems and circuits shall indicate system voltage and identity of contained circuits on outside of box cover. Color code shall be same as raceway systems. Use self-adhesive marking tape labels at exposed locations and indelible black marker at concealed boxes.
- F. Underground Electrical Line Identification: During trench backfilling, for exterior underground power, signal and communications lines, install continuous underground plastic line marker, located directly above line at 6 to 8 inches below finished grade. Where multiple lines installed in a common trench or concrete envelope, do not exceed an overall width of 16 inches; install a single line marker. Tape shall be 6 inches wide, 0.004 inches thick and 1750 psi minimum strength, trace wire run continuous length manhole to manhole and to equipment. Provide 3 feet slack rolled at each end.
  - 1. Install line marker for underground wiring, both direct-buried and in raceway. Red for electrical, orange for phone and cable.
- G. Circuit Identification: Tag or label conductors as follows:
  - 1. Future Connections: Conductors indicated to be for future connection or connection under another contract with identification indicating source and circuit numbers.
  - 2. Multiple Circuits: Where multiple branch circuits, control wiring or communications/signal conductors are terminated or spliced in a box or enclosure, label each conductor or cable with circuit number. For control and communications/signal wiring, use wire/cable marking tape at terminations in wiring boxes, troughs and control cabinets. Use consistent letter/number conductor designations throughout on wire/cable marking tapes.
  - 3. Match identification markings with designations used in panelboards shop drawings, Contract Documents, and similar previously established identification schemes for the facility's electrical installations.
- H. Apply warning, caution and instruction signs and stencils as follows:
  - 1. Install warning, caution or instruction signs where required by NEC, where indicated, or where reasonably required to assure safe operation and maintenance of electrical systems and of the items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install butyrate signs with metal backing for outdoor items.
- I. Install equipment/system circuit/device identification as follows:
  - Apply equipment identification labels of engraved plastic-laminate on each major unit of electrical equipment in building, including central or master unit of each electrical system. This includes communication/signal/alarm systems, unless unit is specified with its own self-explanatory identification. Text shall match terminology and numbering of the Contract Documents and shop drawings. Apply labels for each unit of the following categories of electrical equipment.
    - a. Panelboard
    - b. Utility Meter/Main
    - c. Surge Protection
    - d. Lighting Control Enclosure
- J. Apply circuit/control/item designation labels of engraved plastic laminate for disconnect switches, breakers, pushbuttons, pilot lights, motor control centers, and similar items for power

distribution and control components above, except panelboards and alarm/signal components, where labeling is specified elsewhere.

- K. For panelboards, provide framed, typed circuit schedules (label all spares and spaces in pencil) with explicit description and identification of items controlled by each individual breaker.
- L. Tag all grounding electrode conductors, associated bonding conductors, and grounding conductors at their point of attachment to any ground bus and grounding electrode (where possible) with a 2 inch diameter round green phenolic nameplate. Lettering shall be 1/4 inch high with 1/5 inch between lines centered on the tag stating "DO NOT DISCONNECT," "MAIN GROUND." Nameplate shall attach to conductor with a short length of small chain.
- M. Install labels at locations as required and at locations for best convenience of viewing without interference with operation and maintenance of equipment.
- N. Provide adhesive marking tape labels for identification of individual receptacles including receptacles in furniture systems and light switch wall-plates. Locate tape on front of plate and identify panel and branch circuit serving the receptacle. Provide tape labels for identification of individual switches or thermal overload switches which serve as equipment disconnects. Locate the tape on the front of the cover-plate and identify panel and branch circuit serving the equipment.

END OF SECTION 26 05 53

# SECTION 26 05 83 – WIRING CONNECTIONS

## PART 1 - GENERAL

## 1.1 SUMMARY:

- A. Extent of electrical connections for equipment is indicated by drawings and schedules. Electrical connections are hereby defined to include connections used for providing electrical power to equipment.
- B. Applications of electrical power connections specified in this section include the following:
  - 1. To lighting equipment
  - 2. To converters, rectifiers, transformers, inverters, rheostats, and similar current adjustment features of equipment
  - 3. To grounds including earthing connections
  - 4. Other connections as shown

# 1.2 QUALITY ASSURANCE:

- A. Manufacturers: Firms regularly engaged in manufacture of electrical connectors and terminals, of types and ratings required, and ancillary connection materials, including electrical insulating tape, soldering fluxes, and cable ties, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer's Qualifications: Firms with at least 2 years of successful installation experience with projects utilizing electrical connections for equipment similar to that required for this project.

#### 1.3 SUBMITTALS:

- A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
- B. Product Data: Submit manufacturer's data on electrical connections for equipment products and materials. All mechanical and plumbing equipment shall be coordinated with unit nameplate information per the actual nameplate to be included on the equipment. As a minimum, information shall include: Operating Voltage; MCA (Min. circuit amperes); FLA (Full load amperes); MFS (Max. fuse size) or MOP (Max. overcurrent protection); and SCCR (Short Circuit Current Rating) and shall match electrical equipment and protection/distribution sizes and be rated for available short circuit currents as shown on the drawings. Bracing for equipment shall be provided at incoming terminals and as an option throughout the equipment for the available fault current or downstream equipment and devices shall be protected by current limiting fuses.

## 1.4 DEFINITIONS:

- A. Load voltage wiring shall be defined as:
  - 1. Conduit and wiring required to carry power to motors and other equipment or devices. Wiring from control devices to equipment that carry power to drive that equipment such as line voltage thermostats, etc., shall be included as load voltage wiring. Wiring that provides power to control panels, control transformers, control relays, time clocks, etc., shall also be included as load voltage wiring.

- 1.5 DELIVERY, STORAGE, AND HANDLING:
  - A. Deliver electrical connection products wrapped in proper factory fabricated type containers.
  - B. Store electrical connection products in original cartons and protect from weather, construction traffic and debris.
  - C. Handle electrical connection products carefully to prevent breakage, denting, and scoring finish.

## PART 2 - PRODUCTS

- 2.1 GENERAL:
  - A. Overcurrent Protective Devices (OCPDs): Provide type, rating, and features as indicated. Comply with Division 26 Section on Low Voltage Circuit Protective Devices, with OCPDs adapted to equipment connection installation. Tandem circuit breakers shall not be used. Multiple breakers shall have common trip.
  - B. Contacts shall open each ungrounded connection to the motor. Contacts shall be NEMA rated, 75 degrees C.
  - C. Overload relays shall be ambient-compensated type with inverse-time-current characteristic. Provide with heaters or sensors in each phase matched to nameplate full load current of the specific motor to which connected with appropriate adjustment for duty cycle and power factor correction supplied with the motor.
- 2.2 MATERIALS AND COMPONENTS:
  - A. General: For each electrical connection indicated, provide complete assembly of materials, including but not necessarily limited to, pressure connectors, terminals (lugs), electrical insulating tape, electrical solder, electrical soldering flux, heat-shrinkable insulating tubing, cable ties, solderless wire-nuts, disconnect, starter, contactor, relays, etc., and other items and accessories as needed to complete splices and terminations of types indicated.
  - B. Metal Conduit, Tubing and Fittings:
    - 1. General: Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) indicated for each type service. Provide products complying with Division-26 section on Raceways.
  - C. Wires, Cables, and Connectors:
    - 1. General: Provide wires, cables, and connectors complying with Division-26 section on Wires and Cables.
    - 2. Wires/Cables: Unless otherwise indicated, provide wires/cables (conductors) for electrical connections which match, including sizes, ratings, and material of wires/cables which are supplying electrical power.
    - 3. Connectors and Terminals: Provide electrical connectors and terminals which mate and match, including sizes and ratings, with equipment terminals and are recommended by equipment manufacturer for intended applications.
    - 4. Electrical Connection Accessories: Provide electrical insulating tape, heat-shrinkable insulating tubing and boots, electrical solder, electrical soldering flux, wire-nuts and cable ties as recommended for use by accessories manufacturers for type services indicated.

# PART 3 - EXECUTION

# 3.1 INSPECTION:

A. Inspect area and conditions under which electrical connections for equipment are to be installed and notify Contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

# 3.2 INSTALLATION OF ELECTRICAL CONNECTIONS:

- A. Furnish, set in place, and wire (except as may be otherwise indicated) all electrical connections in accordance with the following schedule and in accordance with equipment manufacturer's written instructions and with recognized industry practices, and complying with applicable requirements of UL, NEC and NECA's "Standard of Installation" to ensure that products fulfill requirements. Carefully coordinate with work performed under the Mechanical Division of these Specifications.
- B. Coordinate with other work, including wires/cables, raceway and equipment installation, as necessary to properly interface installation of electrical connections for equipment with other work.
- C. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams. Mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.
- D. Maintain existing electrical service and feeders to equipment serving occupied areas and operational facilities, unless otherwise indicated, or when authorized otherwise in writing by Owner or Engineer. Provide temporary service during interruptions to existing facilities. When necessary, schedule momentary outages for replacing existing wiring systems with new wiring systems. When that "cutting over" has been successfully accomplished, remove, relocate, or abandon existing wiring as indicated.
- E. Cover splices with electrical insulating material equivalent to, or of greater insulation resistivity rating, than electrical insulation rating of those conductors being spliced.
- F. Prepare cables and wires, by cutting and stripping covering armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated. Exercise care to avoid cutting through tapes which will remain on conductors. Also avoid "ringing" copper conductors while skinning wire.
- G. Trim cables and wires as short as practicable and arrange routing to facilitate inspection, testing and maintenance.
- H. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturers published torque tightening values for equipment connectors. Accomplish tightening by utilizing proper torqueing tools, including torque screwdriver, beam-type torque wrench, and ratchet wrench with adjustable torque settings. Where manufacturer's torqueing requirements are not available, tighten connectors and terminals to comply with torqueing values contained in UL's 486A.
- I. Provide suitable strain relief clamps for cord connection to outlet boxes and equipment connection boxes.

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- J. Make wiring connections in control panel or in wiring compartment of pre-wired equipment and interconnecting wiring in accordance with manufacturer's instructions.
- K. Install disconnect switches, controllers, control stations, and control devices such as limit switches and temperature switches as indicated or per manufacturer's instructions.
- L. All splices in control panels, terminal junction boxes, low voltage control circuits shall be on numbered terminal strip.
- M. Each branch circuit serving dedicated, isolated or emergency receptacles, multi-outlet assemblies or equipment connections shall be furnished with a dedicated neutral conductor. Neutrals common to more than one circuit shall only be permitted where specifically noted.
- 3.3 FIELD QUALITY CONTROL:
  - A. Upon completion of installation of electrical connections, and after circuitry has been energized with rated power source, test connections to demonstrate capability and compliance with requirements. Ensure that direction of rotation of each motor fulfills requirement. Correct malfunctioning units at site, then retest to demonstrate compliance.

END OF SECTION 26 05 83

# SECTION 26 56 13 - LIGHTING POLES AND STANDARDS

PART 1 - GENERAL

- 1.1 DESCRIPTION OF WORK:
  - A. Extent of lighting poles and standards work is indicated by drawings and schedules.
  - B. Applications of lighting poles and standards for this project include the following:
    - 1. Automobile parking lots
- 1.2 QUALITY ASSURANCE:
  - A. Manufacturers: Firms regularly engaged in manufacture of electrical poles and standards of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
  - B. Installer's Qualifications: Firm with at least 3 years of successful installation experience with projects utilizing electrical pole and standard work similar to that required for this project.
- 1.3 DELIVERY, STORAGE AND HANDLING:
  - A. Store poles on decay-resistant treated skids at least 1 foot above grade and vegetation. Support pole to prevent distortion and arrange to provide free air circulation.
    - 1. Fiber Glass Poles: Retain factory-applied pole wrappings until just before pole installation. Handle poles with web fabric straps.
    - 2. Metal Poles: Retain factory-applied pole wrappings until just before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.
- 1.4 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product Data: Submit manufacturer's data on electrical poles, standards and hardware; include certified dimension drawings for fabricated poles, standards and mast arms, if any.

#### PART 2 - PRODUCTS

- 2.1 POLES AND STANDARDS:
  - A. Poles and foundations to be provided by Owner.
- PART 3 EXECUTION
- 3.1 INSTALLATION OF LIGHTING POLES AND STANDARDS:
  - A. Install lighting poles as indicated, in accordance with manufacturer's written instructions, in compliance with National Electrical Safety Code and NECA's "Standard of Installation" to ensure that poles comply with requirements.
  - B. To protect finishes, use belt slings or rope (not chain or cable) to raise and set finished poles.

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- C. Set poles and standards plumb. Support adequately when anchoring to foundations.
- D. Provide sufficient space encompassing hand access and cable entrance holes for installation of cables from underground where indicated.
- E. Provide Operating and Maintenance Instructions in electronic format covering all equipment furnished. Manuals shall include the following information:
  - 1. Name, address and telephone number of authorized service organization to be contacted for each equipment item.
  - 2. Parts list and wiring diagram, operating and maintenance instructions for each piece of equipment.
  - 3. Record Set of Shop Drawings: Shop drawings corrected to show as-built conditions. Transfer modifications from field set.
  - 4. All wiring diagrams shall show color coding of all connections and mounting dimensions of equipment.
  - 5. Provide Testing and Equipment Settings Report for each device indicating final configurations and settings.

# 3.2 GROUNDING:

- A. Provide equipment bonding and grounding connections, sufficiently tight to assure permanent and effective grounds, where indicated, for installed poles and standards.
  - 1. Ground metallic components of lighting unit and foundations. Connect lighting to ground system with No. 6 AWG conductor.

## 3.3 FIELD QUALITY CONTROL:

- A. At Date of Substantial Completion, replace lamps in lighting which are observed to be noticeably dimmed after Contractor's use and testing, as judged by Engineer.
  - 1. Refer to Division 01 sections for the replacement/ restoration of lamps in lighting where used for temporary lighting prior to Date of Substantial Completion.

# 3.4 ADJUSTING AND CLEANING:

- A. Clean lighting of dirt and construction debris upon completion of installation. Clean fingerprints and smudges from lenses and reflectors.
- B. Protect installed luminaires from damage during remainder of construction period.
- C. Adjust aimable luminaires to provide required light intensities and in compliance with design intent.

END OF SECTION 26 56 13

# SECTION 31 10 00

## SITE CLEARING

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Asphalt removal.
- B. Curb and gutter removal.
- C. Sidewalk removal.
- D. Sod removal.
- E. Chain link fence removal.
- F. Tree removal.
- G. Topsoil stripping.
- H. Clearing and grubbing.
- I. Concrete pavement removal.
- J. Unit paver removal.
- K. Retaining wall removal.
- L. Waterline removal.
- M. Sanitary sewer removal.
- N. Storm sewer removal.

#### 1.3 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 31 20 00 Earth Moving.
- C. Section 33 10 00 Water Utilities.
- D. Section 33 30 00 Sanitary Sewerage Utilities.
- E. Section 33 40 00 Storm Drainage Utilities.

# 1.4 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.
- B. Clearing: The scalping and removal of on-grade or above-ground vegetable growth such as live and dead trees, logs, stump, downed branches, brush, weeds, grass, sod, decayed vegetable matter and other organic material, trash, rubbish, and any improvements or obstructions not removed by site or building demolition work.
- C. Grubbing: The removal of trunks, stumps, buried logs, roots, and other objectionable materials below the surface of the ground.

# 1.5 GENERAL

- A. Protect benchmarks, stakes and similar items from damage.
- B. Protect and maintain existing utilities and underground work which is to remain.
- C. Protect improvements on adjoining properties.
- D. Protect existing trees and other vegetation.
- E. Provide dust control as required for alleviation or prevention of dust nuisance on or about the site or borrow area.
- F. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control and proper disposal.
- G. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- H. Permits: Obtain required permits from authorities having jurisdiction.
- I. Call local utility line information service not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- J. Notify affected utility companies before starting Work, and comply with utility's requirements.

#### 1.6 SUBMITTALS

- A. Contractor shall submit a list of all items to be salvaged.
- B. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- C. Record drawings identifying and accurately locating all capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### 1.7 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Trash Removal:
    - a. Remove all trash, sand, gravel, road base, concrete, and trench material.

# PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

#### 3.1 REMOVALS

- A. Asphalt removal.
  - 1. Remove asphalt pavement section, including any base course, to limits shown on drawings.
  - 2. Sawcut pavement full depth.
- B. Curb and gutter removal.
  - 1. Remove curb and gutter to limits shown on the drawings.
  - 2. Remove to nearest joint beyond limits or sawcut full depth.
- C. Sidewalk removal.
  - 1. Remove concrete sidewalk to limits shown on the drawings.
  - 2. Remove to nearest joint beyond limits or sawcut full depth.
- D. Sod removal.
  - 1. Remove sod to limits shown on the drawings.
  - 2. Sod will not be re-used on this project.
- E. Chain link fence removal.
  - 1. Chain link fabric, posts and foundations shall be completely removed and become the property of the Contractor.
- F. Tree removal.
  - 1. Trees shall be flagged for removal prior to doing any work.
  - 2. The Contractor and Architect shall walk the entire project and verify all trees to be removed.
  - 3. Remove stumps and root system to a depth of 36 inches.
- G. Concrete pavement removal.
  - 1. Remove concrete pavement section, including any base course, to limits shown on drawings.
  - 2. Remove to nearest joint beyond limits or sawcut full depth.
- H. Unit paver removal.
  - 1. Remove unit pavers by hand and stockpile in designated areas on-site for re-use on this project.
  - 2. Remove unit pavers to limits shown on drawings.
  - 3. Remove any underlying base course and/or concrete pavement to limits of unit paver removal.
- I. Retaining wall removal.
  - 1. Remove all portions of the retaining wall, including footings, to limits shown on the drawings.
- J. Waterline removal.
  - 1. Remove water line to limits shown on drawings.
  - 2. Cap ends of active lines to remain per local water agency requirements.
  - 3. Record termination or capped location on Record Documents.
  - 4. Notify all affected parties to waterline shutdown per local water agency requirements.

- K. Sanitary sewer removal.
  - 1. Remove sanitary sewer line to limits shown on drawings
  - 2. Cap ends of active lines to remain per local sanitary sewer agency requirements.
  - 3. Record termination or capped location on Record Documents.
- L. Storm sewer removal.
  - 1. Remove storm sewer line to limits shown on drawings.
  - 2. Cap ends of active lines to remain per local storm sewer agency requirements.
  - 3. Record termination or capped location on Record Documents.

## 3.2 REMOVAL OF ASPHALT MAT (PLANING)

- A. Work shall consist of removing by planing (rotomilling) a specified thickness from the surface of the asphalt mat.
- B. Contractor shall take precautions to protect manholes, water valves, etc.
- C. Brooming.
  - 1. All fines shall be broomed from the surface immediately after the planing operation and prior to opening the areas to traffic.
  - 2. Winrows will not be allowed.
  - 3. All planing shall be done parallel to the traffic lanes.
- D. Opening roadway to traffic.
  - 1. When a section of roadway is opened to traffic, vertical planing edges will be permitted only within six inches of the edge of a travel lane.
  - 2. Vertical planing edges greater than one inch deep shall be tapered to a 3:1 slope or flatter.
  - 3. Vertical edges of one inch or less may be left without tapering.

#### 3.3 COORDINATION

- A. Contractor shall coordinate street barricading with local entity prior to blocking any traffic lanes on any street.
- B. Contractor shall obtain a traffic control permit from the local entity.

# 3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil from limits of construction to depths encountered in a manner to prevent intermingling with the underlying subsoil or other objectionable material.
- C. Stockpile topsoil in designated on site areas for re-use on this project.
  - 1. Grade and shape stockpiles to drain surface water.
  - 2. Cover stockpile to prevent windblown dust.
  - 3. Limit height of topsoil stockpiles to 72 inches.

## 3.5 CLEARING AND GRUBBING

- A. Clear area within limits of construction of shrubs and other vegetation, except for that indicated to be left standing.
- B. Completely remove roots.
- C. Use only hand methods for grubbing inside the drip line of trees to remain.

#### 3.6 RELOCATIONS

- A. Sign relocation.
  - 1. Remove all signs to be relocated as shown on plans, and stockpile in designated on-site areas for re-use on the project.
  - 2. Re-install existing signs in locations indicated on drawings. Install signs per detail as shown on drawings.
- B. Tree relocation.
  - 1. Trees shall be flagged for relocation prior to doing any work.
  - 2. The Contractor and Architect shall walk the entire project and verify all trees to be relocated.
  - 3. Stockpile relocated trees in designated on-site areas for re-use on the project.
- C. Fire hydrant relocation.
  - 1. Stockpile relocated fire hydrants in designated on-site areas for re-use on the project.
- 3.7 PROTECTION OF BENCHMARKS, STAKES AND SIMILAR ITEMS.
  - A. Protect all existing benchmarks, stakes, and control points within the limits of construction. All survey control points disturbed during construction shall be reset and documented with the appropriate agency at the Contractor's expense.

# 3.8 PROTECTION OF EXISTING UTILITIES, UNDERGROUND WORK, AND ADJOINING PROPERTY IMPROVEMENTS

- A. Protect all existing utilities and underground features to remain within the limits of construction. Contractor shall coordinate construction near existing features with the appropriate agency requirements.
- B. Protect all adjacent property improvements during construction. Contractor shall repair all damage incurred at their own expense.
- C. Comply with all applicable noise abatement ordinances or regulations.

# 3.9 PROTECTION OF EXISTING TREES AND OTHER VEGETATION

A. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

# 3.10 DISPOSAL

- A. Removal of material.
  - 1. All materials removed shall become property of Contractor and shall be removed off-site and legally disposed of.
  - 2. Burning of waste materials on the site is prohibited.

# END OF SECTION 31 10 00

## SECTION 31 20 00

# EARTH MOVING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Preparing of subgrade for building slabs, walks, pavements and footings.
- B. Excavating and backfilling of trenches and structures.
- C. Sheeting and shoring.
- D. Select fill under floor slabs and footings.
- E. Imported fill.
- F. Bedding material.
- G. Compaction requirements/moisture control.
- H. Overexcavation.
- I. Rock excavation.

## 1.3 RELATED SECTIONS

- A. Excavating and Backfilling for Mechanical/Electrical Work: Refer to Divisions 21-28 sections for excavation and backfill required in conjunction with underground mechanical and electrical utilities and buried mechanical and electrical appurtenances.
- B. Final grading, together with placement and preparation of topsoil for lawns and planting, is specified in Division 32 Section Exterior Improvements.
- C. Section 01 33 00 Submittal Procedures.
- D. Section 01 40 00 Quality Requirements.
- E. Section 31 10 00 Site Clearing.
- F. Section 32 11 23 Aggregate Base Course.
- G. Section 31 32 13.19 Lime Soil Stabilization.
- H. Section 01 57 13 Temporary Erosion and Sediment Control.
- I. Section 33 10 00 Water Utilities.
- J. Section 33 46 13.13 Foundation Drainage.

- K. Section 33 40 00 Storm Drainage Utilities.
- L. Section 33 30 00 Sanitary Sewerage Utilities.

#### 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. Excavation: CFR 29 Subpart P Excavation OSHA Standards.
- C. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- D. American Society for Testing and Materials (ASTM):
  - 1. ASTM C 33 Standard Specifications for Concrete Aggregates.
  - 2. ASTM C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 3. ASTM D 698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/lb<sup>3</sup>).
  - 4. ASTM D 1556 Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 5. ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,400 ft-lbf/ft<sup>3</sup>).
  - 6. ASTM D 2167 Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 7. ASTM D 2487 Standard Test Method for Classification of Soils for Engineering Purposes. (Unified Soil Classification System).
  - 8. ASTM D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 9. ASTM D 3017 Standard Test Method for Water Control of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
  - ASTM D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
  - 11. ASTM E 699 Standard Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.
- E. "Standards Specifications Road and Bridge Construction," Colorado Department of Transportation, (CDOT).
- F. Standards and Specifications Regarding Water, Sanitary Sewer and Storm Drainage Infrastructure, Aurora Water, Effective Date: January, 2012
- G. Geotechnical Engineering Report By Terracon Consultants, Inc. dated June 1, 2018.
- H. "Water, Sanitary Sewer and Storm Drainage Infrastructure Standards and Specifications", City of Aurora / Aurora Water
- I. Asbestos-Contaminated Soil Management, Standard Operating Procedure Document, Version 1, February 26, 2010.
  - 1. Refer to Section 02 81 00 Transporation/Disposal of Hazardous Material, Part 4.
- J. City of Aurora Roadway Design and Construction Specifications, dated October 2016

# 1.5 DEFINITIONS

- A. **Excavation:** Removal of all materials of whatever character encountered to subgrade elevations indicated within the right of way, unless noted otherwise, and subsequent disposal of excess materials removed.
- B. Unauthorized excavation: Removal of materials beyond indicated subgrade elevations or indicated boundary lines and dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by the Geotechnical Engineer, shall be at Contractor's expense.
  - 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the Geotechnical Engineer.
  - 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Geotechnical Engineer.
- C. **Authorized Additional Excavation**: Removal of additional material authorized by the Architect based on the determination by the soils testing agency that unsuitable bearing materials are encountered at required sub-grade elevations. Removal of unsuitable material and its replacement as directed will be paid on the basis of Conditions of the Contract relative to changes in the work.
  - 1. When excavation has reached required subgrade elevations, notify the Geotechnical Engineer, who will make an inspection of conditions. If the Geotechnical Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by engineer.
- D. **Muck Excavation:** The removal and disposal of mixtures of soil and organic matter not suitable for foundation, backfill, or fill material.
- E. **Rock Excavation:** The removal of igneous, metamorphic, and sedimentary rock which cannot be excavated without blasting, drilling, or the use of rippers, including all boulders or other detached stones having a volume of 2 cubic yards or more, as determined by physical or visual measurement.
- F. **Overexcavation:** The removal of all materials of whatever character encountered to a specific depth below subgrade elevations indicated. Unsuitable material shall be removed from the site, and satisfactory soil material shall be placed and compacted to specified limits.
- G. **Potholing:** Exposing and verifying the location of existing utilities at locations as directed.
- H. **Fill, Backfill, Select Fill, and Structural Backfill**: Placement of suitable soil materials to raise existing grades or to fill an excavation. See Part 2 Products for classes of fill materials.
- I. **Import or Borrow:** Suitable soil imported from off-site for use as fill or backfill.
- J. **Subgrade:** The undisturbed earth or the compacted soil layer immediately below proposed foundations, granular subbase, pavement section, drainage fill, or topsoil materials.
- K. Base Course: Layer placed between the subgrade and asphalt paving.
- L. Granular Base: Layer placed between the structural fill and building slab.
- M. **Pipe Bedding:** Material placed over the excavated subgrade in a trench to support pipe.

- N. Lime Stabilized Fill: Soil materials which have been mixed with hydrated lime or quicklime to reduce the swell potential of the natural soils.
- O. **Structure:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.
- P. Geotechnical Engineer: The soil testing service per the Conditions of the Contract.
- Q. **Degree of Compaction:** Degree of compaction is expressed as a percentage of maximum dry density obtained by a laboratory test procedure. This percentage of maximum density is obtained through use of data provided from results of field test procedures presented in ASTM D1556, ASTM D2167, and ASTM D2922.
- R. Utilities: Underground pipes, conduits, ducts and cables
- S. **Debris:** Debris includes all materials located within the designated work area not covered in the other definitions and shall include but not be limited to items like vehicles, equipment, appliances, building materials or remains thereof, tires, any solid or liquid chemicals or products stored or found in containers or spilled on the ground.
- T. **Contaminated soils:** Soil that contains contaminants as defined and determined by the Geotechnical Engineer.
- 1.6 SUBMITTALS
  - A. The Contractor shall submit test results from a certified testing laboratory for all imported soil material. The number in parentheses indicates the number of tests to be submitted from each source.
  - B. Imported Fill:
    - 1. Gradation (1)
    - 2. Source
    - 3. Liquid Limit (1)
    - 4. Plasticity Index (1)
    - 5. Swell/Consolidation (1)
  - C. Bedding Material:
    - 1. Gradation (1)
    - 2. Source
  - D. Select Fill Under Floor Slabs and Footings:
    - 1. Gradation (1)
    - 2. Source
  - E. Structural Backfill Material:
    - 1. Gradation (1)
    - 2. Source
    - 3. Liquid Limit (1)
    - 4. Plasticity Index (1)
    - 5. Swell/Consolidation (1)
  - F. Subbase Course Under Building Slabs:
    - 1. Gradation (1)
    - 2. Source

## 1.7 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with all applicable local, State, and Federal rules, regulations, and ordinances concerning shoring, bracing or sloping of excavations and safety of workers.
- B. Testing and Inspection Service: A qualified independent geotechnical testing and inspection laboratory shall be retained to perform soil testing and inspection service during earthwork operations per the Conditions of the Contract.
- C. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Architect's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of Work.

#### 1.8 PROJECT CONDITIONS

- A. Site Information: Data in subsurface investigation reports was used for basis of the design and are available to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The Owner will not be responsible for interpretations or conclusions drawn from this data by the Contractor. Additional test borings and other exploratory operations may be performed by the Contractor at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.
- B. Existing Contours and Elevations: Contours and point elevations of existing ground elevations at the site, and approximate elevations of finish grade cuts, fills, and excavations for the Work are shown on Drawings. Contours and elevations for existing ground lines are based on information provided by others, and are believed to be correct, but may not be absolutely so. Existing contours and elevations should therefore be considered approximate, and should be verified at the site prior to submission of bids.
- C. Verification of Existing Conditions: Visit the site prior to submission of bids. Verify existing conditions, elevations, and contours. In the event of discrepancies between existing conditions and the requirements of the Contract Documents, contact the Architect for clarification.
- D. Existing Benchmarks: Carefully preserve and maintain existing bench marks, monuments, property line pipes and pins, and other reference points. If disturbed or destroyed, properly restore or replace at no additional cost to the Owner.
- E. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
- F. Utility Service Interruption: Should uncharted, or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with the Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility Owner.
  - 1. Do not interrupt existing utilities serving facilities occupied by the Owner or others, during occupied hours, except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided. Provide a minimum of 48-hour notice to the Architect, and receive written notice to proceed before interrupting any utility.
  - 2. Contact utility locator service for area where Project is located before excavating.
  - 3. Demolish and completely remove from site the existing underground utilities indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.

- G. Use of Explosives: Use of explosives is not permitted.
- H. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
  - 1. Operate warning lights as recommended by authorities having jurisdiction.
  - 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

# 1.9 SHEETING AND SHORING

- A. Contractor is responsible for protection of existing utilities that are to remain in place during and after this project. The responsibility of method is left to the Contractor; however, a sheeting and shoring plan should be submitted to the Architect for review prior to starting any excavation. This sheeting and shoring plan should be complete with attached calculations and be prepared by a Colorado licensed Professional Engineer with experience in shoring, and shall include a monitoring program.
- B. Due to the proximity of the existing structures to the proposed excavation, a preconstruction survey is recommended to be performed on the adjacent at-grade structures, and should include a visual observation and documentation of condition of the existing structures prior to excavation.
- C. Shoring adjacent to existing streets should be monitored during construction for movement.
- D. All trench side walls which require shoring shall be properly sheeted and braced to furnish safe working conditions. The shoring shall be arranged so as not to place any stress on portions of the completed work until the general construction of the work has proceeded far enough to provide ample strength. Any damage to pipes or structures occurring through settlements, heaving, water or earth pressures, slides, caving or other causes, due to failure of shoring, or due to improper shoring, or due to negligence by the contractor, shall be repaired by the Contractor at his own expense.
- E. Shoring shall be removed as work progresses, unless left in place by written order of the Engineer.

# 1.10 PERFORMANCE REQUIREMENTS

- A. Backfilling:
  - 1. Backfill excavations as promptly as work permits, but not until completion of inspection, testing, approval, and location recording of underground utilities.
  - 2. Concrete tailings, sand, gravel and other debris are not permitted in trenches.
  - 3. Consult the University Project Manager immediately for direction with uncharted or incorrectly charted piping or other utilities encountered during excavation. Cooperate with the University Project Manager in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the University Project Manager.
- B. Excavations:
  - 1. Surround all excavations exceeding 6 ft in depth with a 6 feet high chain link fence system.
  - 2. Provide an Environmental Health and Safety (EHS) trained spotter on site for identifying asbestos contaminated soil.

# PART 2 - PRODUCTS

# 2.1 SOIL MATERIALS

- A. Provide borrow soil material when sufficient satisfactory soil materials are not available from excavations.
- B. **Material Suitability:** All classes of fill material shall be non-expansive material free of vegetation, brush, sod, trash and debris, and other deleterious substances, and shall not contain rocks or lumps having a diameter of more than two (2) inches. A fill material is considered non-expansive if the swell potential

under a 200 psf surcharge pressure does not exceed 0.5% when a sample remolded to 95% of the standard Proctor (ASTM D 698) maximum dry density at optimum moisture content is wetted.

- C. General Fill: Fill for this project should consist of Engineered Fill. Refer to Section 2.1.I.
- D. Base Course: Shall meet the requirements of CDOT Class 5 or 6 Aggregate Base Course (ABC).
- E. **Pipe Bedding:** Clean, free draining well-graded sand or squeegee sand, conforming to the City of Aurora's Standards and Specifications and the following limits when tested by means of laboratory sieves:

Well Graded Sand	
Sieve Size	Total Percent Passing By Weight
3/8 inch	100
No. 4	70-100
No. 8	36-93
No. 16	20-80
No. 30	8-65
No. 50	2-30
No. 100	1-10
No. 200	0-5

# Angular Squeegee Sand

	Total Percent	
Sieve Size	Passing By Weight	
3/8 inch	100	
No. 200	0-3	

- F. **Ordinary Utility Trench Backfill:** Material excavated from pipe line trenches on the site which is free from frozen materials, large amounts of organic material or other objectionable materials. Clays and similar materials with a plasticity index greater than 20 shall not be considered suitable for backfilling within one (1) foot of the pipe.
- G. Select Utility Trench Backfill: Road base crushed or pit run gravel all of which passes a one (1) inch sieve and not more than 30 percent passes a No. 40 sieve. Shall be used under roadways whenever ground water is encountered within three (3) feet of the surface.
- H. **Structural Fill under footings and slabs:** Moisture-controlled on-site soils as acceptable to the on-site geotechnical engineer or CDOT Class 1 imported soil material.

Fill Type (1)	USCS Classification	Acceptable location for placement
On-site clay soils	CL	On-site clay soils are considered suitable for reuse as compacted fill below interior and exterior slabs-on- grade and general fill.
On-site sand soils mixed with clay soils (3)	SC, SP-SC, SP-SM	On-site sand soils mixed with clay soils are considered suitable for reuse as compacted fill below interior and exterior slabs-on-grade and general fill.
Processed demolition debris (asphalt and concrete) mixed with clay soils (4)		Properly processed asphalt and concrete is considered suitable for reuse as compacted fill below interior and exterior slabs-on-grade and general fill.
Imported soils	Varies	Imported soils meeting the gradation outlined herein can be considered acceptable for use as engineered fill beneath interior and exterior slabs-on-grade and general fill.

I. Engineered Fill: Has been properly documented and meets the following material property requirements:

- 1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
- 2. Care should be taken during the fill placement process to avoid zones of dissimilar fill. Improvements constructed over varying fill types are at a higher risk of differential movement compared to improvements over a uniform fill zone.
- 3. On-site sand soils should be mixed with on-site clay soils to meet the gradation requirements outlined for imported soils.
- 4. Demolition debris (asphalt and concrete) should be processed to maximum individual particle size of 3 inches and blended with on-site soils prior to reuse at a ratio of 30 percent asphalt or concrete debris to 70 percent soil.

J. **Imported Soils:** Imported soils for engineered fills (if required) should meet the following material property requirements:

Gradation	Percent finer by weight (ASTM C136)
3"	100
1"	90-100
3/4"	50-100
No. 4 Sieve	50-100
No. 200 Sieve	>50

- 1. Liquid limit: 30 (max)
- 2. Plasticity Index: 15 (max)
- 3. Maximum Expansive Potential: 1.0% measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at optimum water content. The sample is confined under a 200 psf surcharge and submerged.
- K. **Granular Base:** The material shall comply with the requirements of the structural engineer and geotechnical engineer.
- L. Impermeable soil: Clay material where at least 50 percent passes the No. 200 sieve.

# PART 3 - EXECUTION

# 3.1 VERIFICATION OF CONDITIONS

- A. Examine areas and conditions under which the work of this Section will be performed. Do not proceed with the work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all areas and conditions.
- B. Notify the Architect immediately upon finding evidence of previous structures, filled materials which penetrate below designated excavation levels, groundwater or water-bearing strata, or other conditions which are not shown or which cannot be reasonably assumed from existing surveys and geotechnical reports. Secure the Architect's instruction before proceeding with further work in such areas.

# 3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement undermining, washout, and other hazards created by earthwork operations. Contractor is responsible for the location and verification of all underground utilities and obstructions.

# EARTH MOVING

- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soilbearing water runoff or airborne dust to adjacent properties and walkways.
- D. Provide the services of a registered land surveyor to perform all layout and staking of the Work. Refer to Section 01 71 23 for additional requirements.

## 3.3 STABILITY OF EXCAVATIONS

- A. Slope sides of excavations to comply with OSHA requirements, geotechnical recommendations, local codes or ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- B. Continuously monitor cuts slopes for distress. Take all necessary precautions to safeguard workers, structures, and utilities.
- C. Provide all necessary shoring, sheeting, or bracing of sides of excavations required to prevent caving, erosion, and gullying. Provide underpinning of existing structures or other improvements adjacent to excavations and which are subject to damage. Take such protective measures as the utilities may direct where protection, alterations or moving of the utilities is required.
  - 1. Design of the temporary support of excavation systems are the responsibility of the Contractor. A qualified shoring contractor should be consulted to address these issues.
  - 2. The shoring contractor shall include a monitoring program in the design and construction of the shoring system.
  - 3. Construction of the support of excavation systems shall not interfere with the permanent structure.
  - 4. Due to the proximity of the existing structures to the proposed excavation, a preconstruction survey shall be performed on the adjacent at-grade structures. The survey should include a visual observation and documentation of condition of the existing structures prior to excavation.
  - 5. Shoring adjacent to the existing streets should be monitored during construction for movement.

#### 3.4 DEWATERING

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
- B. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavation.
- C. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.
- D. Contractor shall obtain a dewatering permit from the local agency having jurisdiction when required.

# 3.5 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and excavated materials acceptable for backfill and fill in coordination with Architect. Place, grade and shape stockpiles for proper drainage. Cover to prevent windblown dust.

- B. Locate and retain soil materials away from edge of excavations. Do not store within drip lines of trees indicated to remain.
- C. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

## 3.6 EXCAVATION FOR STRUCTURES

- A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection.
- B. Excavations for Footings and Foundations: Overexcavate to native soils, moisture-condition and properly compact back to grade as new engineered fill. If excavation is in native soils, do not disturb bottom of excavation. Excavate to solid undisturbed subgrade. Excavate by hand to final grade just before concrete reinforcement is placed. Remove loose or soft materials to a solid bottom. Trim bottoms to required lines and grades to leave solid base to receive other work.
- C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, and other construction for inspection. Do not disturb bottom of excavations intended for bearing surface.

# 3.7 EXCAVATION FOR PAVEMENTS, CURB AND GUTTER AND WALKS

A. Overexcavate 3' under pavements, curb and gutter and walks. Moisture-condition and properly compact back to grade as new engineered fill to an elevation complying with cross-sections, elevations and grades as indicated within a tolerance of plus or minus 0.10 feet.

# 3.8 TRENCH EXCAVATION FOR PIPES

- A. Where trenching occurs through pavements, the existing asphalt pavement and curb and gutter shall be sawcut and then removed as shown in the Details. Asphalt edges shall be kept straight for better bonding of asphalt patch to existing pavement.
- B. Excavate subsoil to the lines and grades required for storm sewer, sanitary sewer, and water piping to the existing utilities.
- C. The width of trenches shall be only the width necessary for proper placement of the pipe. There shall be a minimum of eight inches between the trench wall and the wall of the pipe or eighteen inches if a trench box is used.
- D. When the trench side walls are sloping or benched, the sloping or benching shall end at a depth not less than one foot and no greater than four feet above the top of the pipe barrel. From this point down the trench wall shall be vertical.
- E. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
- F. A clear area shall be maintained a sufficient distance back from the top edge of the excavation to avoid overloading which may cause slides or caving of the trench walls.
- G. Excavate and shape trench bottoms to provide uniform bearings and support of pipes. Hand trim for sewer bell and spigot pipe joints. Remove loose matter.
- H. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd, measured by volume.
- I. Correct unauthorized excavation at no additional cost to the Owner.
- J. Correct areas over-excavated by error by filling with bedding material.

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- K. Spread excess material across proposed landscaped areas, or as directed.
- L. Perform pipeline installation within 100 linear feet of trench excavation.
- M. Perform trench backfill within 100 linear feet of pipe installation.
- 3.9 OVEREXCAVATION
  - A. Overexcavate unsatisfactory soil material under proposed construction in accordance with the Project Construction Documents and Geotechnical Report.
  - B. Unless otherwise directed by the Geotechnical Engineer, the extent of overexcavation shall conform to elevations and dimensions shown on the Project Construction Documents within a tolerance of plus or minus 0.10 foot.
  - C. Remove unsuitable material and replace with satisfactory soil materials approved by the Geotechnical Engineer in over-excavated areas at compaction limits specified in this section.

#### 3.10 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees Fahrenheit.
- 3.11 APPROVAL OF SUBGRADE
  - A. Notify Geotechnical Engineer when excavations have reached required subgrade.
  - B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
    - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
  - D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Geotechnical Engineer.

## 3.12 BACKFILL AND FILL

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Do not use unsuitable excavated materials. Do not backfill until foundation walls have been completed above grade and adequately braced, waterproofing or dampproofing applied, foundation drainage, and pipes coming in contact with backfill have been installed and work inspected and approved by Geotechnical Engineer.
  - 1. Backfill Excavations as promptly as work permits, but not until completion of the following:
    - a. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
    - b. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
    - c. Removal of concrete formwork.
    - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

- e. Removal of trash and debris from excavation.
- f. Permanent or temporary horizontal bracing is in place or horizontally supported walls.

# 3.13 PLACEMENT AND COMPACTION

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture condition, and compact to required depth and percentage of maximum density.
- B. Backfill and Fill Materials: Place backfill and fill materials in horizontal layers not more than eight (8) inches in loose depth for material compacted by heavy compaction equipment, and not more than four (4) inches in loose depth for material compacted by hand-operated tampers such as jumping jack or plate compactors. Place backfill and fill materials evenly adjacent to structures or piping to required elevations, and uniformly along the full length of each structure. Prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping, to approximately same elevation in each lift. Thoroughly compact by means of mechanical tampers portions of earth fill between projections which cannot be properly compacted by means of rolling equipment.
- C. Before compaction, moisten or aerate each layer as necessary to provide plus or minus two (2) percent of optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill materials evenly adjacent to structures or piping to required elevations. Prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping, to approximately same elevation in each lift. Thoroughly compact by means of mechanical tampers portions of earth fill between projections which cannot be properly compacted by means of rolling equipment.
- E. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts if soil density tests indicate inadequate compaction.
- F. Compaction: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 698 (Standard Proctor Test) as specified below:
  - 1. Below a depth of 10 feet below grade: minimum of 98% of the material's standard Proctor maximum dry density (ASTM D698)
  - 2. Above a depth of 10 feet below grade: minimum of 95% of the material's standard Proctor maximum dry density (ASTM D698)
- G. Moisture Control: Subgrade or layer of soil material must be moisture conditioned before compaction; uniformly apply water to surface of subgrade or layer of soil material. Apply minimum quantity of water as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
  - 1. Exterior slab-on-grade areas: 0 to +2 percent above optimum moisture content.
  - 2. Below proposed structures: +1 to +4% of the optimum moisture content with an average of at least +2% daily.

- 3. Engineered fill shall be tested for water content and compaction during placement. Should the results of the in-place density tests indicate the specified water or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified water and compaction requirements are achieved.
- 4. In exterior slab subgrade areas, water levels should be maintained low enough to allow for satisfactory compaction to be achieved without the compacted fill material pumping when proofrolled.
- 5. Moisture conditioned clay soils should not be allowed to dry below the moisture content range specified herein.
- 6. Remove and replace, or scarify and air-dry soil material that is too wet to permit compaction to specified density.
- 7. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
- H. Construction traffic over prepared subgrade shall be minimized and avoided to the maximum extent practical.
- I. A two foot clay cap shall be placed over the top of the backfill zone in areas where hardscaping is not directly adjacent to the building.

## 3.14 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades. Provide a smooth transition between abrupt changes in slope.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
  - 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.20 foot above or below required subgrade elevations.
  - 2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
  - 3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than two (2) inches above or below required subgrade elevation.
  - 4. Stormwater Detention/Water Quality Pond Areas: Shape surface of areas to line, grade, and cross-section with finish surface not more than 0.1 foot below and not at all above required subgrade elevation. Coordinate subgrade elevation with fine grading, erosion control measures, and topsoil/planting requirements such that the required pond volume is achieved in the finished grade condition.
- C. Grading Surface of Subgrade Below Building Slabs: Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of ½ inch when tested with a 10-foot straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of Standard Proctor Density for each area classification.
- E. Grading of Subbase Course Below Building Slabs: Grade smooth and even, free of voids, compacted

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using moisture conditioning and tested by proof rolling. Provide final grades within a tolerance of +0 in. / -3/4 in.

#### 3.15 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 Quality Requirements. Testing laboratory services are the responsibility of the Owner/Contractor as directed by the Architect or Engineer.
- B. Quality Control Testing During Construction: Allow testing service to inspect and approve such subgrade and fill layer before further backfill or construction work is performed, as required by the contract documents.
- C. Density Tests: Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.
  - 1. Field density tests may also be performed by the nuclear method in accordance with ASTM D 2922, providing that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. In conjunction with each density calibration check, check the calibration curves furnished with the moisture gages in accordance with ASTM D 3017.
  - 2. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Geotechnical Engineer.
- D. Footing Subgrade: For each strata of soil on which footings will be placed, perform at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata when acceptable to the Geotechnical Engineer.
- E. Paved Areas and Building Slab Subgrade: perform at least one field density test of subgrade for every 2,000 square feet of paved area or building slab, but in no case fewer than three tests. In each compacted fill layer, perform one field density test for every 2,000 square feet of overlaying building slab or paved area, but in no case fewer than three tests.
- F. Foundation Wall Backfill: Perform at least two field density tests per lifts at locations and elevations as directed.
- G. Curb and Gutter, Walks: Compaction tests shall be taken every 100 feet and/or as directed by the Owner.
- H. Trench Subgrade: Compaction tests shall be taken every 100 feet and/or as directed by the Owner.
- I. If in the opinion of the Geotechnical Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained at no additional cost to the Owner.

#### 3.16 EROSION CONTROL

A. Provide erosion control methods in accordance with the requirements of authorities having jurisdiction and in accordance with any plan issued with contract documents.

# 3.17 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.

- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- E. Drying: Protect existing and newly placed fills and soil materials from excessive drying prior to placement of floor slabs or other construction.

# 3.18 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove excess excavated material, trash, debris, and waste materials and dispose of it off the Owner's property.
- B. Segregate all excavated contaminated soil from all other excavated soils, and stockpile on site on two 6 mil polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

# END OF SECTION

# SECTION 32 11 23

# AGGREGATE BASE COURSES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and Division 1 Specification Sections, apply to the provisions of this section.
- 1.2 SECTION INCLUDES
  - A. This work shall consist of furnishing all labor, machines and material required to construct a uniformly mixed aggregate over the subgrade.
- 1.3 RELATED SECTIONS
  - A. Section 31 20 00 Earth Moving.
  - B. Section 32 12 16 Asphalt Paving.

# 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. "Standard Specifications for Road and Bridge Construction," Department of Highways, State of Colorado, 1991, Section 703, (CDOH).
- C. American Society for Testing and Materials (ASTM)
  - 1. ASTM D 1557 Test Methods for Moisture-Density Relations of Soils and Soil- Aggregate Mixtures using 1lb (4.54kg) Rammer and 18-Inch (457mm) Drop.
  - 2. ASTM D 2922 Test Methods for Moisture-Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
  - 3. ASTM D 3017 Test Method for Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
- D. City of Aurora Roadway Design and Construction Specifications, dated October 2016

#### 1.5 SUBMITTALS

A. Contractor shall submit certification of aggregate gradation and source of supply for each different aggregate base course specified.

## PART 2 - PRODUCTS

# 2.1 AGGREGATE BASE COURSE MATERIAL

A. Aggregate shall be crushed stone, crushed slag or crushed gravel. The following aggregate blend shall be used for the aggregate subbase:

STANDARDS <u>SIEVE SIZE</u>	PERCENT PASSING <u>BY WEIGHT</u>
3/4 Inch	95-100
No. 4	30-65
No. 8	25-55
No. 200	3-12

B. Aggregate material specified is the same gradation as CDOT Class 6 Aggregate base course.

## PART 3 - EXECUTION

## 3.1 PLACING

A. General: If the required compacted depth of the aggregate base course exceeds six (6) inches, it shall be constructed in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed six (6) inches. When vibratory or other approved types of special compacting equipment are used, the compacted depth of a single layer may be increased to eight (8) inches upon approval.

#### 3.2 MIXING

- A. Methods
  - 1. Unless otherwise specified, the Contractor shall mix the aggregate by any one of the three following methods, and if required, add the additive shown on the Drawings. When materials are to be used that require the mixing of commercial binders or fillers with the aggregate, a central mixing plant of the twin-pugmill type will be required. Other methods that assure a thorough and homogeneous mixture may be used, on written approval.
    - a. Stationary Plant Method. Aggregate base course and water shall be mixed in an approved mixer. After mixing, the aggregate shall be transported to the job site while it contains the proper moisture content and shall be placed on the project by means of approved aggregate spreader.
    - b. Travel Plant Method. After the material for each layer has been placed through an aggregate spreader or window sizing device it shall be uniformly mixed by a traveling mixing plant.
    - c. Road Mix Method. After material for each layer has been placed, the materials shall by mixed while at optimum moisture by means of motor graders or other approved equipment until the mixture us uniform throughout.

#### 3.3 SHAPING AND COMPACTING

A. Compaction of each layer shall continue until a density of 95 percent of the maximum density determined in accordance with ASTM D 1557 has been achieved.

- B. The surface of each layer shall be maintained during the compaction operations in such a manner that a uniform texture is produced and the aggregates firmly keyed.
- C. Water shall be uniformly applied during compaction in the amount necessary for proper consolidation.
- D. The prepared surface upon which the surface course is to be placed will be tested with a 10-foot straightedge, or other approved device. The surface shall be tested prior to the application of any pavement, or synthetic turf. The variation above or below the testing edge of the straightedge between any two contacts with the surface shall not exceed 1/4 inch.
- E. Any areas not complying with these tolerances shall be reworked to obtain conformity.

# 3.4 TESTING

A. A nuclear density gage shall be used during aggregate placement and rolling to ensure adequate compaction. (ASTM D 2922 and ASTM D 3017)

# END OF SECTION 32 11 23

# SECTION 32 12 16

# ASPHALT PAVING

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and Division 01 Specification Sections, apply to the provisions of this section.
- 1.2 SECTION INCLUDES
  - A. Asphaltic concrete paving surface course and asphaltic concrete base course.
  - B. Asphalt patching.
  - C. Asphalt overlay.
  - D. Herbicide treatment.
  - E. Crack sealing.

#### 1.3 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 01 40 00 Quality Requirements.
- C. Section 31 20 00 Earth Moving.
- D. Section 32 17 23 Pavement Markings.
- 1.4 REFERENCES
  - A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
  - B. "Standard Specifications for Road and Bridge Construction" Colorado Department of Transportation (CDOT).
    - 1. Section 217 Herbicide Treatment.
    - 2. Section 401 Plant Mix Pavements General.
    - 3. Section 408 Joint and Crack Sealant.
    - 4. Section 702 Bituminous Material.
    - 5. Section 703 Aggregates.
  - C. American Society for Testing and Materials (ASTM)
    - 1. ASTM D 979 Sampling Bituminous Paving Mixtures.
    - 2. ASTM D 1188 Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens.
    - 3. ASTM D 1190 Concrete Joint Sealer, Hot-Poured Elastic Type.
    - 4. ASTM D 1559 Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.

- 5. ASTM D 2172 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.
- 6. ASTM D 2726 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens.
- 7. ASTM D 2950 Density of Bituminous Concrete in Place by Nuclear Methods.
- 8. ASTM D 3203 Percent Air Voids in Compacted, Dense and Open Bituminous Paving Mixture Specimens.
- 9. ASTM D 3405 Joint Sealants, Hot-Poured, For Concrete and Asphalt Pavements.
- 10. ASTM D 3549 Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
- D. The Asphalt Institute (AI)
  - 1. AI MS-2 Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
  - 2. AI MS-19 Basic Asphalt Emulsion Manual.
  - 3. AI SP-2 Superpave Mix Design
- E. City of Aurora Roadway Design and Construction Specifications, dated October 2016

#### 1.5 QUALITY ASSURANCE

- A. Perform work in accordance with CDOT Specifications.
- B. Mixing Plant: Conform to CDOT Specifications.
- C. Obtain materials from the same source throughout project construction.
- D. Installer qualifications: Asphaltic concrete paving installer shall have not less than five years experience on projects of similar size and scope.

#### 1.6 WEATHER LIMITATIONS

- A. Do not place asphalt concrete when subgrade surface temperature is less than 40 degrees Fahrenheit.
- B. Do not apply tack coats and asphaltic concrete in rainy weather or when base surface is wet or contains excess moisture which could prevent uniform distribution and required penetration.

#### 1.7 SUBMITTALS

- A. Submit proposed mix design and certificate of compliance for approval prior to commencement of work for each asphalt grade and all different mixes to be supplied in accordance with Section 401 (CDOT).
  - 1. Aggregate Gradation
  - 2. HVEEM Stability
  - 3. Percent Air Voids
  - 4. Percent Voids Filled with Asphalt (VFA)
  - 5. Percent Voids Mineral Aggregate (VMA)
  - 6. Asphalt Binder Material
- B. Submit data on herbicide material.

#### PART 2 - PRODUCTS

- 2.1 MATERIALS
  - A. Asphaltic Cement: Comply with Subsection 702.01, CDOT Specifications, Viscosity Grade AC-10.

# B. Aggregates:

- 1. Use locally available materials and gradations exhibiting satisfactory record of previous installations.
- 2. Bituminous Surface Coarse Aggregate: Crushed stone, crushed gravel, crushed slag, and sharpedged natural sand, Subsection 703.04, Grade SX, CDOT Specifications.
- 3. Bituminous Base Course Aggregate: Crushed stone, crushed gravel, crushed slab, and sharp-edged natural sand, Subsection 703.04, Grade S or SG, CDOT Specifications.
- 4. Asphalt Patching Aggregate: Crushed stone, crushed gravel, crushed slab, and sharp-edged natural sand, Subsection 703.04, Grade SX, CDOT Specifications.
- 5. Asphalt Overlay Aggregate: Crushed stone, crushed gravel, crushed slab, and sharp-edged natural sand, Subsection 703.04, Grade SX, CDOT Specifications.
- C. Mineral Filler: Finely ground particles of limestone, Portland Cement or other inert material complying with Subsection 703.06, CDOT Specifications.

## 2.2 ACCESSORIES

- A. Tack Coat: Emulsified asphalt, Grade CSS-1h complying with Subsection 702.04, CDOT Specifications.
- B. Reclaimed asphalt complying with Subsection 406 CDOT Specifications.
- C. Equipment used for paving shall comply with Section 401, CDOT Specifications.

#### 2.3 HERBICIDE TREATMENT

A. Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid or wettable powder form.

#### 2.4 CRACK SEALING MATERIAL

A. Hot poured asphalt material conforming to the requirements of ASTM D 3405 or ASTM D 1190.

#### 2.5 CRITERIA FOR MIX DESIGN

- A. The following are project criteria for asphalt mix designs:
  - 1. Grading S, SX & SG.
    - a. HVEEM Stability 28 minimum
    - b. Percent Air Voids Between 3 and 5
    - c. Percent Voids filled with Asphalt Between 65 and 80
    - d. Percent Voids Mineral Aggregate In accordance with CDOT Table 403-2 (found in Project Special Provisions Worksheets)
    - e. Asphalt Binder Material PG 64-22 in accordance with CDOT Specifications

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of subgrade are correct. Do not proceed with the work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all areas and conditions.
- 3.2 SURFACE PREPARATION

- A. Provide grade and location stakes under this Section as required for asphaltic concrete paving work.
- B. Fine Grading: For areas covered by this Section, finish fine grade to accurate levels so specified minimum thickness of paving can be maintained with accurate and uniform finish levels as indicated.
  - 1. Scarify subgrade to 8 inches minimum, moisten subgrade and re-compact to requirements of Section 31 20 00 Earth Moving.
- C. Proof Rolling: Operate heavy, rubber tired front loader or dirt-filled tandem wheeled dump truck over subgrade of paved areas. Where soft spots occur, remove loose materials and replace with road base aggregate compacted to level of subgrade at Contractor's expense.
  - 1. Changes in weather such as freezing or precipitation occurring after subgrade is proof rolled and before asphalt paving operations begin will require re-proof rolling prior to paving.
  - 2. Asphalt paving operations will begin within 24 hours after proof rolling.

## D. Coordination:

- 1. Cooperate with other trades, arrange timing to avoid damage to the work including exterior concrete, grading, utilities, and seeding.
- 2. Before the start of paving, ascertain utility lines, lighting, wiring, piping, curb work, general grading and heavy trucking are complete so such operations will not damage paving work.

# 3.3 HERBICIDE TREATMENT

A. Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.

## 3.4 CRACK SEALING

- A. Conform to the requirements of CDOT, Section 408 Joint and Crack Sealant.
  - 1. Clean cracks of loose and foreign matter to a depth approximately twice the crack width.
  - 2. Fill cracks with hot poured joint and crack sealant flush with the pavement surface.
  - 3. Level off any excess sealant.

# 3.5 PLACING TACK COAT

- A. Tack Coat:
  - 1. Apply tack coat on asphalt or concrete surface over subgrade surface at a uniform rate between 0.05 gal/sy to 0.15 gal/sy of surface.
  - 2. Apply to contact surfaces of curbs, gutters and previously constructed asphalt pavements.
  - 3. Coat surfaces of manholes and inlets frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.
  - 4. Allow tack coat to dry until tacky to touch prior to paving.

# 3.6 INSTALLING ASPHALT PAVEMENT

- A. Mixing and Delivery:
  - 1. Accurately weigh or measure dried aggregates and weigh or meter asphaltic cement to comply with job-mix formula requirements.
  - 2. Transport mixtures from mixing plant to Project site in trucks having tight, clean compartments. If required, coat hauling compartment surfaces with a limewater mixture to prevent asphalt concrete mixture from sticking. Elevate and drain compartment of excess solution before loading mix.
  - 3. Provide covers for asphaltic concrete mixture when delivering to protect mixture from weather and to prevent loss of heat.

# B. Installation:

- 1. Place paving mixture only on clean, dry subgrade surfaces. Apply hot mix wearing surface in separate binder and surface courses, each of approximately one half total thickness required, with joints staggered. Temperature at time of placement shall be approximately 235 deg F. While mix is still hot, compact and finish off each course with power rollers as specified below.
- 2. Produce dense, watertight finish surfaces, free from roller marks or other marks and irregularities, conforming to levels and profiles indicated, with smooth transitions between elevations given. Bring surfaces flush with other materials and hold to a uniform dimension below curb tops.
- 3. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- 4. Spread, tamp, finish mixture using hand tools in areas where use of machine spreading is not practical. Place mixture at rate that will ensure proper handling and compaction before mixture becomes cooler than acceptable working temperature.
- 5. Carefully make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work. Clean contact surfaces and apply tack coat. Construct joins of same texture, density, and smoothness as other sections of asphaltic concrete course.

#### C. Rolling:

- 1. Begin rolling when mixture will bear weight without excessive displacement.
- 2. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- 3. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- 4. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture thoroughly compacted.
- 5. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until all roller marks are eliminated and course has attained maximum density allowed.

#### D. Patching:

- 1. Remove and replace mixtures that become mixed with foreign materials, defective areas, and existing pavements at transitions with new paving.
- 2. Remove deficient areas for full depth of course. Saw-cut sides perpendicular and parallel to direction of traffic with edges vertical.
- 3. Apply tack coat before placing asphalt concrete mixture. Fill with fresh hot-mixed asphalt and compact by rolling to required surface density and smoothness.
- E. Compaction Requirements:
  - 1. Bituminous Surface Course: 95 percent maximum dry density according to ASTM D 2950 (50 Blow Marshall).
  - 2. Bituminous Base Course: 95 percent of maximum dry density according to ASTM 2950 (50 Blow Marshall).

## 3.7 TOLERANCES

- A. Flatness: Maximum variation of 0.25 inches measured with ten (10) foot straightedge.
- B. Scheduled Compacted Thickness: Within 0.25 inch.
- C. Variation from True Elevation: Within 0.10 inch.

# 3.8 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 Quality Requirements. Testing laboratory services will be provided by the Owner.
- B. Contractor shall notify the testing agency a minimum of 24 hours in advance of work requiring a testing service.
- C. Asphalt Pavements: Check compaction and compliance with design mix by cutting test plugs where directed in accordance with ASTM D 979. Patch core holes. Test for compaction minimum of 95% of Marshall design density, aggregate gradation voids, and percent asphalt.
  - 1. One (1) test for density ASTM D 1188, ASTM D 2726, or D 2950 thickness, ASTM D 3549, and air voids ASTM D 3203 per 300 tons of asphaltic material placed.
  - 2. One (1) test for asphalt content ASTM D 2172 and aggregate gradation per 1500 tons of asphaltic material placed.
  - 3. All reports shall include densities to the nearest 0.1 lb. per ft and compaction to nearest 0.1%. If a nuclear device is used, the report shall contain the method used (back scatter or direct transmission geometry), results of the daily standardization checks and the <u>adjusted</u> manufacturers calibration curve. The manufacturer's calibration curve shall be adjusted as required by ASTM D 2950 whenever a change in either the material to be tested or the testing equipment is made.
- D. Subgrade: Compaction tests shall be taken every 2000 square feet and/or as directed by the Owner.

## 3.9 **PROTECTION**

A. Immediately after placement, protect pavement from mechanical injury until cooled and hardened.

# END OF SECTION 32 12 16

# SECTION 32 13 00

#### **RIGID PAVING**

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Site retaining walls.
- B. Concrete sidewalks.
- C. Concrete pavement.
- D. Curb and gutters.
- E. Crosspans.
- F. Handicap ramps.
- 1.3 RELATED SECTIONS
  - A. Section 01 33 00 Submittal Procedures.
  - B. Section 01 40 00 Quality Requirements.
  - C. Section 31 20 00 Earth Moving.
  - D. Section 32 11 23 Aggregate Base Courses.
  - E. Section 32 17 23 Pavement Markings.
  - F. Section 33 40 00 Storm Drainage Utilities
  - G. Section 33 30 00 Sanitary Sewerage Utilities
  - H. Section 33 10 00 Water Utilities
- 1.4 REFERENCES
  - A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
  - B. ACI (American Concrete Institute).
    - 1. ACI 301 Specifications for Structural Concrete
    - 2. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
  - C. ASTM (American Society for Testing Materials).
    - 1. ASTM A 36 Structural Steel.
    - 2. ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

- 3. ASTM A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- 4. ASTM A 706 Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
- 5. ASTM C 31 Making and Curing Concrete Test Specimens in the Field.
- 6. ASTM C 33 Concrete Aggregates.
- 7. ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens.
- 8. ASTM C 94 Ready-Mixed Concrete.
- 9. ASTM C 143 Slump of Hydraulic Cement Concrete.
- 10. ASTM C 150 Portland Cement.
- 11. ASTM C 171 Sheet Materials for Curing Concrete.
- 12. ASTM C 172 Sampling Fresh Mixed Concrete.
- 13. ASTM C 260 Air-Entraining Admixtures for Concrete.
- 14. ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete.
- 15. ASTM C 494 Chemical Admixtures for Concrete.
- 16. ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- 17. ASTM C 881 Epoxy-Resin-Base Bonding Systems for Concrete.
- 18. ASTM C 1116 Fiber-Reinforced Concrete and Shotcrete.
- 19. ASTM D 638 Tensile Properties of Plastics.
- 20. ASTM D 695 Compressive Properties of Rigid Plastics.
- 21. ASTM D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

#### 1.5 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Sidewalks:
    - a. Maintain 5 foot minimum clearance from all existing trees where possible.
    - b. Provide 6 feet minimum radius turns to accommodate turning radius of tractors used for snow removal.
    - c. Develop joint pattern to:
      - 1) Prevent cracking from expansion and contraction.
      - 2) Compliment joint pattern in adjacent surfaces.
      - 3) Saw cut joints are accepted as an alternative method to tooled joints.
    - d. Provide a medium broom finish perpendicular to travel direction.
    - e. Detectable Warnings: In accordance with local jurisdiction.
    - f. Take precaution to avoid puncturing existing irrigation lines with concrete form materials. The contractor will cover all repair costs.
  - 2. Dumpster Pads:
    - a. Determine location of pads for dumpsters with the University Facility Operations, and the campus Architect through the University Project Manager.
    - b. Provide minimum pad size of 8 feet x 8 feet to a maximum of 24 feet x 14 feet and a minimum of 6 inches thick.
  - 3. Bicycle Pads:
    - a. Coordinate with the University Project Manager for bicycle pad requirements.

- 4. Wheelchair Ramps:
  - a. All entrances must be handicap accessible.
- 5. Asphalt Parking Lots and Driveways:
  - a. If an aggregate base course is recommended by the project's pavement design, construct the base course utilizing CDOT Class 6 aggregate to the depth specified in the pavement design.
- 6. Transformer Pads:
  - a. Locate building electrical transformers outside of the building. Coordinate project specific locations with the University Project Manager.
- 7. Parking:
  - a. Provide striping for stalls 8'-6" x 20'-0" at non-handicap designated stalls.
  - b. Provide minimum 20'-0" wide drive lanes.
  - c. Wheel stops are not acceptable in parking lots.
  - d. Designate ADA parking stalls with painted symbol and a sign.
  - e. Provide reflective signage.
  - f. Provide banner signs in parking lots where applicable.
    - 1) 24" wide x 60" long, double sided with 3" pole pockets, heavy duty brackets, and pole mounts on top and bottom.

#### 1.6 QUALITY ASSURANCE

- A. Reference Standards: Perform all cast-in-place concrete work in accordance with "Specifications for Structural Concrete" ACI 301, unless amended or superseded by requirements of this section or notes on the drawings. Keep a copy of ACI 301 in Contractor's field office for duration of project.
- B. Design Criteria
  - 1. Concrete: See General Notes on Drawings and ACI 301, Chapter 3.
  - 2. Formwork Design: The General Contractor shall assume all responsibility for the safety of the formwork and shall provide all necessary design, construction, materials and maintenance to produce the required concrete work safely. Design all formwork to have sufficient camber to maintain the tolerances specified. Strength shall be sufficient to compensate for the weight of the fresh concrete plus a construction live load of 50 psf minimum.
  - 3. Testing Agency: All testing shall be done by an approved testing laboratory selected and paid by the Owner. Contractor shall furnish testing agency access to work, facilities, and incidental labor required for testing and inspection. Retention by the Owner of an independent testing agency shall in no way relieve the Contractor of responsibility for performing all work in accordance with the contract requirements.
  - 4. Source Quality Control: The Architect, Engineer and Testing Agency shall be offered uninterrupted access to the ready-mix batching plant at all times that the work is in progress. Contractor shall obtain cementitious materials from the same source throughout project construction.
  - 5. Record of Work: A record shall be kept by the General Contractor listing the time and date of placement of all concrete for the structure. Such record shall be kept until the completion of the project and shall be available to the Architect and Engineer for examination at any time.

6. Approval: All formwork surfaces that will provide the finish surface of exposed concrete must be approved by the Architect before depositing concrete.

# 1.7 SUBMITTALS

- A. Mix Designs: Submit substantiating data for each concrete mix design contemplated for use to the Architect not less than six weeks prior to first concrete placement. Data for each mix shall, as a minimum, include the following:
  - 1. Mix identification designation (unique for each mix submitted).
  - 2. Statement of intended use for mix.
  - 3. Mix proportions, including all admixtures used.
  - 4. Manufacturer's data and/or certifications verifying conformance of all mix materials, including admixtures, with specified requirements.
  - 5. Wet and dry unit weight.
  - 6. Entrained air content.
  - 7. Design slump.
  - 8. Required average strength qualification data per ACI 301 1.6.2. Submit separate qualification data for each production facility which will supply concrete to the project.
  - 9. Average strength qualification data (trial mix data or field test data per ACI 301 3.9.3). When field test data is used to qualify average strength, submit separate qualification data for each production facility which will supply concrete to the project.
  - 10. Field test data submitted under paragraphs above shall include copies of the Concrete Testing Agency's reports from which the data was compiled.
  - 11. Separate design mixes are required for each strength and class of concrete, each change in type and/or quantity of mix materials including admixtures, each change in slump limits, and each change in entrained air content.
- B. Reinforcement Shop Drawings: Submit Shop Drawings as specified under Section 01 33 00 Submittal Procedures. Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices. Indicate exact locations of all openings, framing or special conditions affecting the work. Provide 1/4 inch scale elevations of all walls and grade beams with reinforcing shown.
- C. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architect.
- D. Joint Layout Plan: Submit a joint layout plan for all concrete pavements.

# 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Reinforcing.
  - 1. Unload and store reinforcing bars so they will be kept free of mud. Store on timber skids while awaiting use.
- B. Concrete.
  - 1. Hauling Time: Discharge all concrete transmitted in a truck mixer, agitator, or other transportation device not later than 1-1/2 hours, or 300 revolutions of the drum after the mixing water has been added, whichever is earliest.

- 2. Extra Water: Deliver concrete to the job in exact quantities required by the design mix and shall conform to ASTM C 94. Should extra water be required before depositing the concrete, the Contractor's Superintendent shall have sole authority to authorize the addition of water. Any additional water added to the mix after leaving the batch plant shall be indicated on the truck ticket and signed by the person responsible. Where extra water is added to the concrete, it shall be mixed thoroughly for 30 revolutions of the drum at mixing speed. Water may be added at the site only once to each batch. Do <u>NOT</u> add water to concrete containing high range water reducers after the admixture has been introduced into the mix.
- 1.9 PROTECTION
  - A. Protect newly finished cast-in-place concrete from damage.

#### 1.10 REGULATORY REQUIREMENTS

- A. Conform to applicable local standards.
- 1.11 ENVIRONMENTAL REQUIREMENTS
  - A. Concrete shall not be placed when subgrade surface temperature is less than 40 degrees F, or surface is wet or frozen.

#### PART 2 - PRODUCTS

- 2.1 GENERAL
  - A. All materials used shall be in accordance with ACI 301, paragraphs as listed, unless amended or superseded by requirements of following articles or General Notes on the Drawings.
  - B. Name brands listed in this section are intended to establish the level of quality and performance expected.
  - C. Sidewalks (6 feet wide and over):
    - 1. Concrete: 6 inches thick, 4000 psi
    - 2. Reinforcing: Fiber-mesh
  - D. Sidewalks (less than 6 feet wide):
    - 1. Concrete: 6 inches thick, 4000 psi
    - 2. Reinforcing: Fiber-mesh

# 2.2 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
  - 1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form", Class I.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to surface.
  - 1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
- 2.3 CEMENTITIOUS MATERIALS (ACI 301 4.2)
  - A. General: Unless otherwise specified, use one brand and type of cement throughout the project.
  - B. Portland Cement: ASTM C 150 Type I/II
  - C. Fly Ash: ASTM C 618 Class F or C
- 2.4 ADMIXTURES (ACI 301 4.2.1.4)
  - A. General: Unless specified, no admixtures may be used without specific written approval of the Engineer.
  - B. Air Entraining Agent: Conform to ASTM C 260. Master Builders "MB-VR" or "MB-AE" or approved equal. Add air entraining agent as required herein.
  - C. Water Reducing Admixture: Conform to ASTM C 494, Type A. Master Builders Pozzolith 322N or Polyheed 997 or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water.
  - D. High-range, water reducing (HRWR) admixture (Super-plasticizer): Conform to ASTM C 494, Type F or G. Master Builders Rheobuild 1000 or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water.
  - E. Non-Corrosive, Non-Chloride Accelerator: Conform to ASTM C 494, Type E. Master Builders Pozzutec 20 or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer shall have long term test data from an independent testing laboratory proving non-corrosive effects on reinforcing steel using an acceptable accelerated corrosion test method.
  - F. Retarding Admixture: Conform to ASTM C 494, Type D. Master Builders Pozzolith Retarder or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water.'
  - G. Calcium Chloride: Conform to ASTM D98. Calcium Chloride or admixtures containing more than 0.50 percent chloride ions or 0.30 percent thiocynates are not permitted.
  - H. Fibrous Reinforcement:
    - 1. 100% Virgin, Polypropylene fibrillated fibers containing no reprocessed olefin materials and having tensile strength of not less than 80 ksi with multi-grade fiber lengths per manufacturer's recommendation of concrete type and application. Current ICBO approval required. Conform to ASTM C 1116, Type III, 4.1.3., performance Level I. Fibers shall be between 3/8" and 3/4" in length. Multigraded fibers shall be manufactured in accordance with a graduation curve formula which will produce a blend of not less than 20 individual fiber designs.
    - 2. Acceptable Products: "Fibermesh 300" by Propex or approved equal.
  - I. Certification: <u>Written Conformance</u> to above mentioned requirements and the chloride ion content of the admixture <u>will be required</u> from the admixture manufacturer prior to mix design review by the Engineer.

# 2.5 AGGREGATES (ACI 301 4.2.1.2)

- A. Continuously obtain each type aggregate from same source throughout the project.
  - 1. Normal Weight Aggregates: Conform to ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
    - a. For exterior exposed surfaces, do not use fine or coarse aggregates containing spallingcausing deleterious substances.
    - b. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Architect.

# 2.6 SCHEDULE OF CONCRETE MIXES

A. Criteria.

Туре	Use	Minimum 28 Day Strength PSI	Max W/C Ratio	Minimum Cement Materials (Lbs.)	Max Size Aggregate (Inches)	Slump Range Inches	Air Content (%)	Cement Type	Fiber- Mesh Usage
1	Pavement	4,500	0.45	600	1"	3-5	4-8	I/II	YES
2	Curb & Gutter (Machine)	4,000	0.45	600	1"	1-3	4-8	I/II	YES
3	Sidewalks and All Other Exterior Slabs on Grade	4,000	0.50	570	1"	3-5	4-8	I/II	YES
4	All Other Concrete	4,000	0.50	570	1"	3-5	4-8	I/II	NO

B. Notes to Schedule of Concrete Mixes.

- 1. W/C is the ratio of weight of water to weight of cementitious materials. The weight of water shall include all free water in the aggregate at the time of batching.
- 2. Minimum cementitious materials are the minimum weight of Portland Cement plus fly ash.
- 3. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.

# 2.7 WATER

A. Potable.

- 2.8 SLUMP (ACI 301 4.2.2.2)
  - A. See Section 2.6 Schedule of Concrete Mixes.
  - B. Concrete with High-Range Water-Reducer (HRWR) Admixture (Superplasticizer): Slump per manufacturer's recommendations.
- 2.9 SELECTION OF PROPORTIONS (ACI 301 4.2.3):
  - A. Mix Design: Cost of concrete mix designs by Contractor.
  - B. Selection of Proportions: Use method of ACI 301 3.9. Proportioning based on method of ACI 301 3.10 not allowed.
  - C. All mixes shall be proportioned on the basis of trial mixtures and shall meet the provisions of ACI 301 4.2.3.4.b. Mixes shall contain identical materials and proportions intended for use in the project.
  - D. Fly ash, in proportions not greater than 20% by weight of the total amount of cementitious materials, may be used when accepted by the Engineer. Cement content and/or water-cement ratio for mixes containing fly ash shall be based on the total weight of cementitious materials (Portland Cement plus fly ash and micro silica, if any).
- 2.10 REINFORCING STEEL (ACI 301 3.2.1.1)
  - A. All reinforcing shall have a minimum yield strength of 60,000 psi, except embedded plate anchors which shall have a minimum yield strength of 40,000 psi (or 60,000 psi if ASTM A 706 reinforcing is used) unless shown otherwise on the Drawings.
  - B. All reinforcing shall conform to ASTM A 615, Deformed Billet Steel Bars or ASTM A 706, Low-Alloy Steel Deformed Bars. Finish: Plain.
  - C. All welded steel wire fabric shall conform to ASTM A 185, Plain type.
  - D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.
- 2.11 CONSTRUCTION JOINT BONDING (ACI 301 6.1.4)
  - A. Bonding Compound: Acrylic or Styrene Butadiene Base: Hornweld, A.C. Horn, Inc.; SBR Latex, Euclid Chemical Co.; or approved equal.
- 2.12 EXPANSION JOINTS (ACI 301 6.2.2)
  - A. Fiber Expansion Joint: Conform to ASTM D 1751; 1/4" thickness unless shown otherwise on the Drawings.
- 2.13 PAVEMENT JOINT AND FILLER MATERIALS
  - A. Joint Filler: Asphalt impregnated fiberboard or felt, 1/2-inch thick. Recess top of all joint fillers where sealant is required 1" below surface for sealant.
  - B. Silicone Sealant: One-part low-modular neutral cure silicone sealant complying with ASTM C 920, Type S, Grade P, Class 25, and uses T and M, and as applicable to joints with concrete substrates, O.

#### 2.14 ACCESSORIES

- A. Compressible Form Tape: Bear #536 vinyl foam or equivalent.
- B. Cone Ties: 1-1/4" diameter, 1-1/2" depth, plastic cone with suitable snap tie.
- C. Chamfer Strips: 3/4", 45 degree PVC.

#### 2.15 EPOXY ADHESIVES

- A. With prior approval of the Architect and Engineer as to methods and procedures, make structural repairs with Euclid Chemical Company, Euco Epoxy 452MV or 620, or Sika Chemical Corporation Culma Dur Mortar, Sikadur Hi-Mod L.V., or Sikadur Hi-Mod. Where epoxy injection procedures are used, an approved low viscosity epoxy, made by the previously specified manufacturers, shall be used.
- B. Epoxy Paste Adhesive for Embedment of Anchors: Shall be a solvent-free, two-part, moisture-insensitive epoxy which conforms to ASTM C 881, Type IV, Grade 3, Class B and C, and which possesses the following material properties (after 14 days of curing at 70 degrees F unless noted otherwise):
  - 1. Pot Life in mixed state: 30 minutes minimum.
  - 2. Modulus of Elasticity (ASTM D 695): 500,000 to 900,000 psi.
  - 3. Compressive Strength (ASTM D 695): 8,000 psi minimum.
  - 4. Shear Strength (ASTM D 732): 3,000 psi minimum.
  - 5. Tensile Strength (ASTM D 638): 1,500 psi minimum.
  - 6. Deflection Temperature at 264 psi fiber stress (ASTM D 648): 125 Deg F minimum.
  - 7. Pull-Out Strength: In 5,000 psi minimum concrete, using Grade 60 Rebar, embedded 10 bar diameters. Tensile Strength: 90,000 psi minimum.
  - 8. Acceptable Products: "SIKADUR 31 HI-MOD Gel", SIKA Corporation, Lyndhurst, NJ, or approved equal.

#### 2.16 BONDING COMPOUND FOR RESURFACING OR REPAIR

- A. Bonding Compound: Euclid Chemical Company, Euco Weld; Larsen Products Weldcrete; Sika Chemical Corp. Sikabond, or equivalent.
- 2.17 CURING COMPOUND (ACI 301 5.2.1.2)
  - A. The compound shall conform to ASTM C 309, Type I-D, Class A, 18% solids content minimum, and have test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft. per gallon (2 coats minimum). <u>Manufacturer's certification required</u>. Product shall be compatible with products applied directly to concrete surfaces.

#### 2.18 ABSORPTIVE COVER

- A. Burlap cloth made from jute or kenaf, weighing approximately 9 ounces per square yard, complying with AASHTO M182, Class 2.
- 2.19 MOISTURE RETAINING COVER
  - A. One of the following, complying with ASTM C 171:
    - 1. Polyethylene film, (4 mils (0.004") thick minimum).
    - 2. Waterproof paper.
    - 3. Polyethylene coated burlap.

# 2.20 EVAPORATION RETARDER

A. "Confilm" by Master Builders, Inc. or approved equal.

### 2.21 NON-SHRINK GROUT OR DRYPACK

- A. Acceptable Manufacturer and Products:
  - 1. Non-Metallic Grout: Use one of the following [where grout is exposed to view or weathering]:
    - a. U.S. Grout Corporation "Five Star Grout".
    - b. Master Builders "Master flow 928".
    - c. L&M Chemicals "Crystex".
    - d. Euclid Chemical Company "Hi Flow."
    - e. Or approved equal.
  - 2. Grout shall conform to CRD-C-621-80, Corps of Engineers "Specification for Non- Shrink Grout."
- B. Install per manufacturer's instructions.

#### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Install concrete work in accordance with ACI 301, paragraphs as listed, unless amended or superseded by following articles or General Notes on the Drawings.
- B. Use ready-mixed concrete conforming to ASTM C 94. No job-mixed concrete allowed.

#### 3.2 INSPECTION

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of subgrade are correct.
- C. All formwork surfaces that will provide the finish surface of exposed concrete must be approved by the Architect before depositing concrete. Completed installation of concrete reinforcement must be approved by the Testing Agency before depositing concrete.

#### 3.3 PREPARATION

- A. Moisten subgrade to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manholes and catch basin frames with oil to prevent bond with concrete pavement.
- C. Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.
- D. Underslab surfaces shall be fine graded to smooth, level surface prior to installation of slab-on-grade edge and construction joint forms.
- 3.4 FORMWORK (ACI 301 2.2)
  - A. Place and secure forms to correct locations, dimension, and profile.
  - B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
  - C. Earth Cuts (ACI 301 2.2.2.3): Earth cuts may not be used as forms.
  - D. Chamfer Strips (ACI 301 2.2.3.2): Install 45 degree chamfer strips at exposed outside corners.

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- E. Anchors, Inserts, Blockouts, and Built-In Items: Anchor bolts, inserts, form blockouts, and other items built into the concrete shall be securely fastened to formwork or held in place with templates. Insertion into concrete after pouring will not be allowed.
- 3.5 PREPARATION OF FORM SURFACES (ACI 301 2.3)
  - A. Conform to ACI 301 2.3.

## 3.6 FORM REMOVAL (ACI 301 2.3.2)

- A. Form Removal: Remove formwork supporting weight of concrete only after notifying Architect and Engineer and in a manner to insure safety of the structure. Under normal conditions, formwork may be removed when concrete is at least 14 days old and has reached 75 percent of specified strength. When structure is exposed to temperatures below 45 degrees F., leave formwork in place an additional period of time equaling the time structure was exposed to lower temperature. No live load permitted on new construction after form removal until concrete is at least 28 days old and has reached full specified strength.
- B. Form Facing Material Removal: Form facing material which is removable without disturbing shores may be removed when concrete is at least seven (7) days old. Facing may be removed earlier if specifically permitted by the Architect and Engineer and acceptable curing compound is applied to all formed surfaces immediately after form removal.

#### 3.7 FORM REUSE

- A. Clean all form material suitable for reuse before erection. No form material will be acceptable for reuse if, in the opinion of the Architect, it will not produce a finished surface required by these Specifications or called for on the Drawings.
- 3.8 PLACING REINFORCEMENT (ACI 301 3.3)
  - A. Install reinforcing in accordance with ACI 301 section 3.3, unless amended or superceded by the general notes on the Drawings.
  - B. Fiber reinforcement.
    - 1. Concrete pavement and walks shall be reinforced with 1.5 pounds of 3/4 inch long Norcan fibers, or approved equal, per cubic yard of concrete.
    - 2. Fiber shall be added to the concrete mix in accordance with the manufacturer's recommendations.
    - 3. Use of fiber reinforcement will indicate lower slump values if the standard ASTM C 143 slump test is used. ASTM C 995 may be used to measure consistency and workability of fiber-reinforced concrete, if approved by the Owner and testing agency in writing.
    - 4. Fiber may be added at the batch plant or at the job site; if added at the job site, follow manufacturer's instructions for additional mixing time after addition of fibers.
    - 5. If mix design specifies the use of a superplasticizer, add and mix polypropylene fiber prior to adding the superplasticizer.
    - 6. Use of polypropylene fiber reinforcement shall not change water requirements of mix.

# 3.9 WELDING REINFORCEMENT (ACI 301 3.2.2.2)

A. Welding reinforcing bars not permitted except where specifically indicated. Protect exposed bars intended for bonding with future construction from corrosion by providing adequate covering. Use reinforcing conforming to ASTM A 706 where welding of reinforcing is required unless otherwise specified on the Drawings.

#### 3.10 FIELD BENDING OF REINFORCEMENT

A. Reinforcement partially embedded in concrete shall not be field bent except as shown on the Drawings or specifically permitted by the Engineer.

#### 3.11 CONCRETE PLACEMENT (ACI 301 5.3)

- A. Place concrete in accordance with ACI 301.
- B. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
  - 1. Apply temporary protective covering to lower 2 feet of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
  - 2. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- C. Guide the flow of concrete in walls for vertical drop between the reinforcing with a spout, down pipe, elephant trunk, or other appropriate method.
- D. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306.
- E. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305.
- F. Place concrete continuously between predetermined construction joints.
- 3.12 CONSTRUCTION JOINTS OF STRUCTURAL MEMBERS (ACI 301 6.1)
  - A. Construction joints of Structural Members (ACI 301 6.1.4): Use specified Bonding Compound, applied as recommended. Omit 6.1.4.2 and 6.1.4.3.
  - B. Doweled Connections: In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with specified non-shrink grout or epoxy mortar as directed by the Engineer.

#### 3.13 PAVEMENT JOINTS

- A. Place expansion joints at a maximum of 50-foot intervals and at point of curb returns and point of curves. Align curb, gutter, and sidewalk joints.
- B. Place joint filler between paving components and building or other appurtenances as shown on the drawings.
- C. Provide scored or sawn joints at 5-ft intervals for sidewalks, 10-ft intervals for curb and gutters, 12-ft maximum each way for concrete pavement.
- D. Seal all control and expansion joints. Scored or sawn joints shall not be sealed.
- E. Joints shall separate concrete pavement into panels as recommended by the Portland Cement Association (PCA).
- 3.14 REPAIR OF SURFACE DEFECTS (ACI 301 5.1)
  - A. Modify or replace concrete not conforming to required lines, details, and elevations.

- B. Repair or replace concrete not properly placed resulting in excessive honeycombing and other defects. Patch, repair, or replace exposed concrete as directed by the Architect.
- C. Patching of tie holes is required.
- D. Repair defects in structural concrete elements as follows:
  - 1. Deep Defects Exposing Reinforcing: Chip to sound concrete and clean thoroughly to remove all loose concrete and dust. Apply thin coat of specified epoxy adhesive. Form and pour, or dry pack with specified non-metallic, non-shrink grout, prior to development of tack-free condition of epoxy bonder. Strip forms after grout has hardened and provide specified finish. Moist cure or apply specified clear curing and sealing compound immediately after finishing.
  - 2. Defects Greater Than 1/2" Depth, Not Exposing Reinforcing: Chip, clean and apply specified epoxy adhesive. Dry pack using specified non-metallic, non-shrink grout prior to development of tack-free condition of epoxy bonder. Provide specified finish and cure per Subparagraph (D.1).
- E. Defects Less Than 1/2" Depth and Tie Holes:
  - 1. For concrete having a specified compressive strength of 5,000 psi or less: Chip and clean per Subparagraph (D.1). Dry pack, finish, and cure per Subparagraph (D.1).
  - 2. For concrete having a specified compressive strength greater than 5,000 psi: Chip and clean per Subparagraph (D.1). At Contractor's option, dampen surface and apply Sikatop Non-Sag mortar, or equivalent, followed by specified finish (no curing required); or apply thin coat of the specified bonding compound followed by dry pack, finish and cure per Subparagraph (D.1).
- F. Other equivalent repair procedures may be used subject to review and acceptance by the Architect and Engineer.
- 3.15 FORMED SURFACE FINISHES (ACI 301 5.3.3)
  - A. Formed surface finishes per ACI 301 5.3.3 and as follows:
    - 1. Rough Form Finish: Provide concrete surface having the texture imparted by the form facing material used, with the holes filled and defective areas repaired and patched and all fins and other projections exceeding 0.25" in height rubbed down or chipped off. Provide for formed concrete surfaces not exposed to view.
    - 2. Smooth Form Finish: Produce smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging form panels in an orderly and symmetrical pattern with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed. Provide for formed concrete surfaces exposed to normal view or that are to be covered with a coating material directly applied to concrete in the finished building. This includes waterproofing, painting or similar systems. Fill tie holes and finish flush with and to match adjacent surfaces.

# 3.16 PAVEMENT FINISHING

- A. Sidewalk Paving: Light broom.
- B. Curbs and Gutters: Light broom.
- C. Site Concrete Pavement: Light Broom.
- D. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions. Use curing compound as approved by authority having jurisdiction.

# 3.17 INSTALLATION OF EMBEDDED ITEMS (ACI 301 2.3)

A. Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

# 3.18 CURING (ACI 301 5.3.6)

- A. General.
  - 1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Maintain concrete with minimum moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of concrete.
  - 2. Curing shall commence as soon as free water has disappeared from the concrete surface after placing and finishing. The curing period shall be ten (10) days for all concrete.
  - 3. Curing shall be in accordance with ACI 301 procedures. Avoid rapid drying at the end of the curing period. During hot and cold weather, cure concrete in accordance with ACI 305 and ACI 306.
- B. Curing Concrete (Pavement, Sidewalks and other Flatwork).
  - 1. Perform curing of concrete by moisture curing, by moisture-retaining cover curing, or by liquid membrane curing.
  - 2. Provide moisture curing by one of the following methods:
    - a. Keep concrete surface continuously wet, covering with water.
    - b. Continuous water-fog spray.
    - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping it continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers. Leave coverings in place a minimum of ten (10) days.
  - 3. Provide moisture-cover curing as follows:
    - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practical width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape. Provide weights for hold down as required.
    - b. Leave coverings in place a minimum of ten (10) days.
  - 4. Provide liquid membrane curing as follows:
    - a. Spray concrete surface with specified liquid membrane-forming curing compound as soon as final finishing operations are complete (within 30 minutes). Apply two (2) coats uniformly in continuous operation by power-spray or roller. Apply each coat in accordance with manufacturer's directions. Recoat areas subjected to rainfall within three hours after initial application.
    - b. Curing compound shall be compatible with adhesives used for installation of flooring materials and floor sealers.

- C. Curing other Concrete.
  - 1. Provide curing and sealing compound to retaining walls as follows:
    - a. Apply specified curing and sealing compound to concrete surfaces as soon as final finishing operations are complete (within 30 minutes). Apply two (2) coats uniformly in continuous operation by power-spray or roller. Apply each coat in accordance with manufacturer's directions. Recoat areas subjected to rainfall within three hours after initial application.
    - b. Maintain continuity of coating and repair damage during curing period.
    - c. Obtain Architect's and Engineer's acceptance for use of membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, waterproofing, dampproofing, painting, and other coatings and finish materials.
- D. Curing Formed Surfaces.
  - 1. Where forms are used, cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed. When forms are removed, continue curing by methods specified above for specified curing time.
- E. Curing Unformed Surfaces.
  - 1. Cure unformed surfaces, such as retaining wall foundation by application of appropriate curing method.

#### 3.19 FIELD QUALITY CONTROL (ACI 301 7.3.3)

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 Quality Requirements. Testing laboratory services by Owner as directed by the Architect or Engineer.
- B. Concrete inspection and testing will be made in accordance with building code requirements, and Contract Documents, and will include the following:
  - 1. Testing concrete for strength, slump, air content, temperature, and unit weight.
  - 2. Making and testing concrete cylinders, including furnishing cylinder containers for specimens.
  - 3. Transporting and storing of all specimens involved in testing and inspection. Test cylinders are to be transported to laboratory not later than 24 hours after casting, nor earlier than 16 hours after casting.
  - 4. Inspection of mixing and placing of concrete at the site, including recording of: amount and location of concrete placement, truck number and amount of water added to each load of concrete tested, time of transit, time mixed on job, time placement was completed, method of placing concrete, and any other pertinent information.
- C. Test Specimens.
  - 1. The Testing Laboratory will take specimens for strength of each class of concrete from different locations on the job as follows: At least one (1) set of four (4) cylinders for each 100 cubic yards or fraction thereof of all other concrete of each concrete mix used, but not less than one set for any one day's operations.
  - 2. When more than 100 cubic yards of each type or category concrete is placed in any one day, the interval between test samples shall be at least 30 cubic yards in order to be representative of the entire day's operation.
  - 3. Separate design mixes are required for each strength and class of concrete, each change in type and/or quantity of mix materials including admixtures, each change in slump limits, and each change in entrained air content.

- 4. Slump Tests: Determines slump concrete used for the strength tests. If slump is greater by 1/2" than the upper limits specified in the CONCRETE MIX DESIGN in Part 2 above, the concrete in that truckload will be rejected.
- 5. Air Content: Determine air content of concrete used for strength test. If air content is greater by 1% than the upper limits specified in the CONCRETE MIX DESIGN in Part 2 above, the concrete in that truckload will be rejected. Air entraining admixture may be added to concrete at the site to bring the concrete within the specified range. When this occurs, it shall be mixed thoroughly for 30 revolutions of the drum at mixing speed. Air entraining admixture may be added at the site only once to each batch.
- 6. One (1) additional test cylinder shall be taken during cold weather and cured on-site under same conditions as concrete it represents.
- 7. One (1) slump test and air content test shall be taken for each set of test cylinders taken.
- 8. Temperature: Determine temperature of concrete used for strength tests.
- 9. Architect may require the making of additional cylinders should there be reasonable causes to suspect that concrete being placed does not comply with specified concrete quality.
- 10. For concrete placed by pumping, test specimens and concrete used for determination of slump, air content, and weight are to be taken at the point of placement of the concrete. Additionally, the slump and air content of the first two (2) and every fourth truck load thereafter of concrete shall be determined prior to being placed into the pump.
- 11. Samples will be obtained in accordance with ASTM C 172.'
- 12. Making, curing and subsequent handling of test cylinders, except as modified herein, shall be in accordance with ASTM C 31. Testing shall be in accordance with ASTM C 39.
- 13. The cylinders shall be placed in laboratory storage under moist curing conditions at approximately 70 degrees F. within 24 hours after molding, and maintained therein until tested. Tests will be as follows:
  - a. One (1) cylinder shall be tested at seven days for information.
  - b. Two (2) cylinders shall be tested at 28 days for acceptance. The acceptance test results shall be the average strength of these two (2) cylinders.
  - c. One (1) cylinder shall be tested at 56 days for information.
- 14. Test Reports: Reports of cylinder tests shall be submitted as specified above within five (5) days of laboratory testing. Test reports shall, as a minimum, include:
  - a. Project data including project name and address, concrete supplier, supplier's delivery ticket number and mix identification number, Testing Agency's test or cylinder identification number, and location of pour.
  - b. Results of field testing at time of sampling including date and time of sampling, amount of water added at site prior to sampling, ambient air temperature and concrete temperature, concrete slump and air content, and concrete wet unit weight.
  - c. Results of laboratory testing including date test specimens were transported to laboratory, date and age of concrete at time of testing, compressive strength of each cylinder tested, average compressive strength of tested cylinders, and specified design strength of concrete represented by the test.
- 15. Additional Testing: Contractor shall bear the cost of testing and inspection resulting as a consequence of the following:
  - a. Work not in compliance with the Contract Documents.
  - b. Testing requested by the Contractor or Subcontractor such as additional cylinders for early breaks, etc.
  - c. Testing to verify the adequacy of work done without prior notice, without proper supervision, or contrary to standard construction practice.

- 16. Reinforcing Steel Inspection: Concrete reinforcing shall be inspected by the Testing Agency prior to closing of concrete form work or placing of concrete. Inspect all reinforcing for conformance with Contract requirements. Submit written reports for conformance with Contract requirements. Submit written reports of all inspections in accordance with above requirements on a daily basis. Such reports shall include a description of each area inspected, deficiencies noted, and corrective action undertaken to resolve such deficiencies. Deficiencies observed shall immediately be brought to the attention of the Contractor's Field Superintendent and Reinforcing Placer's Foreman. In the event deficiencies are not corrected, or if an interpretation of the Contract Documents is required, the Engineer shall be immediately notified.
- 3.20 PROTECTION
  - A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- 3.21 EVALUATION AND ACCEPTANCE CRITERIA (ACI 301 1.6)
  - A. Basis of evaluation and acceptance of work under this section shall be in accordance with the provisions of these chapters.
- 3.22 MISCELLANEOUS CONCRETE REQUIREMENTS
  - A. All other concrete work indicated on the Drawings shall be provided and installed, even though not specifically mentioned herein, to complete the work.

# END OF SECTION 32 13 00

# SECTION 32 17 23

## PAVEMENT MARKINGS

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SECTION INCLUDES

- A. The application of traffic paint and reflective media in accordance with the Manual on Uniform Traffic Control Devices Part III and as modified and supplemented by this Section of these projects Specifications and the Drawings.
- B. All on-site striping words and handicap parking designations shown on plans. Where not shown on plans, handicap designation shall be painted on surface per latest MUTCD standards.

#### 1.3 RELATED SECTIONS

- A. Section 32 12 16 Asphalt Paving.
- B. Section 32 13 00 Rigid Paving.

#### 1.4 **REFERENCES**

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. "Standard Specifications for Road and Bridge Construction," Department of Transportation, State of Colorado (CDOT Specs).
  - 1. Section 627 Pavement Marking.
  - 2. Section 708 Paints.
  - 3. Section 713 Traffic Control Materials.

# 1.5 SUBMITTALS

- A. Pavement Marking Paint
  - 1. Submit a certification from the manufacturer or an approved independent laboratory that the Pavement Marking Paint used complies with the requirements of Part 2.
- B. Thermoplastic Pavement Marking:
  - 1. Submit a certification from the manufacturer or an approved independent laboratory that the thermoplastic pavement marking complies with the requirements of Part 2.

#### 1.6 QUALITY ASSURANCE

A. Paint markings shall not fade, crack, flake or peel within the warranty period.

#### PART 2 - PRODUCTS

#### 2.1 PAINT

- A. Pavement-Marking Paint: Alkyd Traffic Marking Paint
  - 1. Color: Yellow
  - 2. Non-Reflective
  - 3. VOC Content: Pavement-marking paints shall have a VOC content of 150 g/L of less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

#### 2.2 COLOR

A. Color for on-site pavement marking shall be as specified by the Project Manager or shown on the plans.

#### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION REQUIREMENTS

- A. Description: Pavement markings shall be applied over the finished asphalt surface of concrete surface. See plans for locations.
- B. Surface Preparation: Dirt, clay, silt and sand will be removed from the pavement prior to the application of paint.
- C. Weather Limitations: No paint shall be applied to damp or wet pavement surfaces, nor when inclement weather threatens to interrupt normal progress of the work. Traffic paints shall not be applied at a surface temperature below 70 degrees F nor exceeding 95 degrees F. During periods of high wind, painting shall be discontinued. Interpretation of "inclement weather" and "high wind" will be determined by the Architect/Engineer.
- D. Application: Equipment shall conform to Section 627 Pavement Marking, CDOT.
- E. Paint shall be applied according to Section 627 Pavement Marking, CDOT.
- F. Pavement Marking: Striping shall conform to the U.S. Department of Transportation, Manual on Uniform Traffic Control Devices (MUTCD), current edition.
- G. Beneficial Occupancy: Newly painted surfaces shall be protected from damage by vehicles during the time required for paint to harden sufficiently to prevent displacement or pickup by tires of automobile traffic. If paint has not hardened sufficiently in 90 minutes, painting operations shall cease until the reason for slow drying has been corrected.

#### 3.2 HANDICAP PARKING DESIGNATION

- A. Provide International Symbol of Accessibility at handicap-accessible parking, with white graphic and blue background.
- 3.3 CROSSWALKS, DIRECTIONAL ARROWS, AND STOP BARS
  - A. Details as shown on plans.
  - B. Pavement marking material shall be paint.

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# 3.4 PARKING LOT STRIPING

- A. Stripes shall be 4 inches wide.
- B. Layout as shown on the plans.
- C. Pavement marking material shall be paint.

# END OF SECTION 32 17 23

# SECTION 33 40 00

#### **STORM DRAINAGE UTILITIES**

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Piping, fittings, and accessories.
- B. Inlets.
- C. Manholes.
- D. Cleanouts.
- E. Roof drain connections.
- F. Headwall and orifice plate.
- G. Water quality structure.
- H. Cast-in-place concrete.
- I. Adjust existing manholes, inlets and cleanouts.
- J. Sidewalk chase drains.
- 1.3 RELATED SECTIONS
  - A. Section 01 33 00 Submittal Procedures.
  - B. Section 31 20 00 Earth Moving.
  - C. Section 31 37 00 Riprap.
  - D. Section 32 13 00 Rigid Paving.
  - E. Section 33 46 13.13 Foundation Drainage.

#### 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. City of Aurora Standards (for the University of Colorado Anschutz Medical Campus Only)
- C. Colorado Department of Public Health and Environment (CDPHE)
- D. Standards and Specifications of the local authority.

- E. American Concrete Institute (ACI).
  - 1. ACI 301Specifications for Structural Concrete for Buildings.
- F. American Society for Testing and Materials (ASTM).
  - 1. ASTM C 76 Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
  - 2. ASTM C 150 Portland Cement.
  - 3. ASTM C 443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
  - 4. ASTM C 478 Pre-cast Reinforced Concrete Manhole Sections.
  - 5. ASTM C 857 Minimum Structural Design Loading for Underground Pre-cast Concrete Utility Structures.
  - 6. ASTM C 891 Installation of Underground Pre-cast Concrete Utility Structures.
  - 7. ASTM D 2321 Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
  - 8. ASTM D 2564 Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
  - 9. ASTM D 2855 Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
  - 10. ASTM D 3034 Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
  - 11. ASTM F 402 Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings.
  - 12. ASTM F 477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
  - 13. ASTM F 656 Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
  - 14. ASTM F 679 Polyvinyl Chloride (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.
- G. American Concrete Pipe Association Standards (ACPA).

# 1.5 REGULATORY REQUIREMENTS

A. Conform to applicable local code for materials and installation of the work of this Section.

# 1.6 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Any utility piping that will be conveyed to or become owned by the City of Aurora must comply with the City of Aurora Standards. Coordinate with the University Project Manager to determine ownership of utility piping.
  - 2. Nonmetallic Utility Lines:
    - a. Provide an insulated 16 gauge tracer wire (or metallic tape) at all new nonmetallic utility lines outside the building envelope to indicate the utility's location to tracing equipment. Locate tape or wire either affixed to the utility, or, if metallic tape, buried with a 12 inch separation directly above the utility. Expose tracer wire at either end of the utility (above grade) and prominently mark with flag after backfill is completed.
    - b. Determine the appropriate point and method of termination with the University Project Manager and utility locator/document.
  - 3. Sanitary and Storm Sewerage:
    - a. Provide manholes at major junctions of exterior sewer lines and cleanouts on all other junctions.
    - b. Provide manhole covers with holes drilled in lid for use of lifter for removal.

c. Provide flat and level manhole covers free of projections in driveways and parking lots to avoid interference with snow removal equipment.

# 1.7 SUBMITTALS

- A. Submit product data for the following:
  - 1. Inlets
  - 2. Manholes
  - 3. Cleanouts
  - 4. All pipe materials to be used
  - 5. Pipe jointing devices
  - 6. Flexible coupling
  - 7. Frames and grates
  - 8. Identification tape
  - 9. Trench drain cover
- B. Shop drawings for cast-in-place concrete and other structures. Include frames, covers, and grates.
- C. Reports and calculations for mix designs for each class of cast-in-place concrete.
- 1.8 QUALITY ASSURANCE
  - A. Environmental Agency Compliance: Comply with regulations pertaining to storm drainage systems.
  - B. Utility Compliance: Comply with regulations pertaining to storm drainage systems. Include standards of other utilities where appropriate.
  - C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 1 Section "Product Substitutions."
- 1.9 DELIVERY, STORAGE, AND HANDLING
  - A. Do not store plastic structures in direct sunlight.
  - B. Do not store plastic pipe or fittings in direct sunlight.
  - C. Protect pipe, pipe fittings, and seals from dirt and damage.
  - D. Handle pre-cast concrete manholes and other structures according to manufacturer's rigging instructions.

#### 1.10 PROJECT CONDITIONS

- A. Site Information: Obtain a site survey and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned prior to the start of construction.
- C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
  - 1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without receiving Architect's written permission.

#### 1.11 SEQUENCING AND SCHEDULING

- A. Coordinate storm drainage system connections to new on-site storm sewer.
- B. Coordinate with interior building drainage systems.
- C. Coordinate with other utility work.
- 1.12 PROJECT RECORD DOCUMENTS
  - A. Accurately record location of pipe runs, connections, inlets, manholes, and invert elevations.
  - B. Show other piping in same trench and clearances from storm drain piping. Indicate interface and spatial relationship between piping and proximate structures.

#### PART 2 - PRODUCTS

#### 2.1 SEWER PIPE MATERIALS

- A. All materials shall conform to the standard specifications of the local authority having jurisdiction. The Contractor shall obtain a copy.
  - 1. Internal, Expansion-Type Pipe Couplings: Stainless-steel expansion band with ethylene-propylenediene-monomer (EPDM), rubber-compound sealing sleeve, made to match inside diameter of pipes for nonpressure joints. Use nitrile rubber-compound sealing sleeve for fluids containing oil or gasoline.

#### 2.2 PIPE ACCESSORIES

A. Fittings: Same material as pipe, molded or formed to suit pipe size and end design, in required "T", bends, elbows, cleanouts, reducers, traps and other configurations required.

# 2.3 BEDDING

A. See Section 31 20 00 - Earth Moving.

#### 2.4 MANHOLES

- A. Use standard manhole of local authority having jurisdiction.
- B. Pre-cast bases are not allowed for concrete pipe.
- C. Pre-cast manholes shall be manufactured in accordance with ASTM C 478 with provision for rubber gasket joints.
  - 1. The base slabs shall be poured monolithic with the bottom riser section.
  - 2. Pre-cast manhole bases shall fit the conditions and locations for which they are intended without any field modifications. Any manhole base which requires field cutting or modification in order to fit the locations intended will be rejected.
  - 3. Pre-cast manhole base shall be bedded on approved granular bedding or approved subgrade.
  - 4. All pipe openings have an approved flexible coupling.

# 2.5 CAST-IN-PLACE CONCRETE

A. Perform all cast-in-place concrete in accordance with Section 32 13 00 - Rigid Paving.

#### 2.6 CLEANOUTS

- A. Round cast iron housing with clamping device and round, secured, scoriated, cast iron cover. Include cast iron ferrule with inside caulk or spigot connection and countersink tapered thread, brass closure plug.
- B. Cleanouts shall be Josam 58680, or approved equal.
- C. Sewer pipe fitting and riser to cleanout shall be plastic pipe, ASTM D 3034.
- 2.7 SIDEWALK CHASE DRAIN
  - A. Locations and dimensions are shown on the plans.
  - B. Construct per the detail shown on the plans.
  - C. Cover shall consist of a non-slip raised pattern steel plate.

#### 2.8 INLETS

- A. Inlets may be pre-cast or cast-in-place.
- B. Pre-cast inlets shall be manufactured in accordance with ASTM C 857.

# 2.9 IDENTIFICATION TAPE

- A. Manufacturer's standard permanent, bright colored, printed plastic tape with metallic core, intended for direct burial service. Tape shall be not less than 6 inches wide x 4 mils thick. Furnish green tape with black printing reading "Caution Sewer Line Buried Below".
- B. Provide identification markers by one of the following:
  - 1. Allen Systems, Inc.
  - 2. Emed Co., Inc.
  - 3. Seton Name Plate Corp.

#### 2.10 FLEXIBLE COUPLING

- A. All pipe openings shall be constructed with an approved flexible wedge-type gasket conforming to ASTM D 443 capable of providing water tight joint with zero leakage around the installed pipe.
- B. An approved flexible butt type sleeve shall be used for pre-cast installations.

#### 2.11 WATER QUALITY STRUCTURE

- A. Washed Gravel
  - 1.  $1 \frac{1}{2}$  inch to 3 inch washed rocks.
- B. Riser Pipe
  - 1. Four inch diameter ductile iron pipe
  - 2. Cap shall be ductile iron and be threaded to fit pipe.
- C. Perforated Underdrain
  - 1. See Section 33 46 13.13 Foundation Drainage for perforated underdrain.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that trench cut is ready to receive work, and excavations, dimension, and elevations are as indicated on Drawings.
- B. Beginning of installation means acceptance of existing conditions.

#### 3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with bedding material.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling or compaction.

#### 3.3 INSTALLATION - PIPE

- A. Install pipe and rubber gaskets in accordance with manufacturer's instruction. Seal joints watertight. Lay pipe from downstream end to upstream end with pipe bell or upstream end.
- B. Lay pipe to slope gradients noted on Drawings, with maximum variation from true slope of 1/8 inch in 10 feet.
- C. Install bedding material at bottom, sides and over top of pipe as shown on the Drawings.
- D. Place bedding material in maximum six (6) inch lifts, consolidating each lift.
- E. Place backfill on top of bedding material and compact as specified in Section 31 20 00 Earth Moving.
- F. Plastic Pipe as follows:
  - 1. Joint solvent-cement-joint pipe and fittings with solvent cement according to ASTM D 2855 and ASTM F 402.
  - 2. Join pipe and gasketed fittings with elastomeric seals according to ASTM D 2321.
- G. Concrete Pipe: In accordance with ACPA "Concrete Pipe Field Manual", use the following seals:
  - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- H. System Piping Joints: Make joints using system manufacturer's couplings, except where otherwise specified.
- I. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and fit both systems' materials and dimensions.

#### 3.4 INSTALLATION - IDENTIFICATION TAPE

A. Install identification tape above pipe during backfilling operations.

#### 3.5 INSTALLATION - INLETS AND MANHOLES

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated.

University of Colorado Denver | Anschutz Medical Campus Breckenridge Lot Reconfiguration

- D. Mount lid/grate and frame level in grout, secured to top of cone section or inlet box elevation indicated.
- E. Set tops of frames and covers flush with finished surface where manholes occur in pavements. Set tops 3 inches above finished surface elsewhere, except where otherwise indicated.
- F. Place pre-cast concrete manhole sections as indicated, and install according to ASTM C 891.
  - 1. Provide rubber joint gasket complying with ASTM C 443, at joints of sections.
  - 2. Apply bituminous mastic coating at joints of sections.
- G. Construct cast-in-place manhole bases for all pipe other than PVC.

#### 3.6 INSTALLATION - CLEANOUTS

- A. Install cleanout and riser extensions from storm sewer piping to cleanouts at grade. Use ASTM D 3034 PVC pipe and fittings for branch fittings and riser extensions to cleanouts.
- B. Install fittings so cleanouts open in direction of flow in piping.
- C. Set cleanout frames and covers in earth in a cast-in-place concrete pad. Set with top 2-3 inches above the surrounding earth grade.
- D. Set cleanout frames and covers in concrete paving with tops flush with paving surface.
- E. Concrete encase fittings.

#### 3.7 ADJUST EXISTING MANHOLES AND CLEANOUTS

- A. The Contractor shall adjust all existing storm sewer manholes and cleanouts, shown on the plans to remain in place, to final grade.
- B. Standards of the local authority shall apply when adjusting the manholes, even if the system is private.
- C. The Contractor shall notify the Architect of any manholes, cleanouts or other underground appurtenances not shown on the plans.
- 3.8 FIELD QUALITY CONTROL
  - A. Test and analysis of backfill material will be performed in accordance with Section 31 20 00 Earth Moving.
  - B. Frequency of Tests: Compaction tests shall be taken every 100 feet along the trench and around manholes, and inlets. A minimum of one test shall be taken between manholes and/or inlets and/or as directed by Owner.

### 3.9 CLEANING THE SYSTEM

- A. Remove foreign matter from interior and ends of pipe and accessories before lowering into trench. Cover ends of pipe with tightly woven canvas of suitable size until connections are made. Do not allow debris, tools, fabrics or other foreign materials to enter the pipe.
- B. Clear the interior of conduit of dirt and other superfluous materials as the work progresses. Maintain a swab or drag in the line, and pull past each joint as it is completed. (In large, accessible piping, brushes and brooms may be used for cleaning).
- C. Place plugs in ends of uncompleted conduit at end of each day or whenever work stops.
- D. Flush lines between manholes and other structures to remove collected debris.

- E. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visual between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified. Reinspect and repeat procedure until results are satisfactory.
  - 4. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.
- F. Do not enclose, cover, or put into service before inspection and approval.
  - 1. Test completed piping systems according to authorities having jurisdiction.
  - 2. Schedule tests, and their inspections by authorities having jurisdiction, with at least 24 hours advance notice.
  - 3. Submit separate reports for each test.
  - 4. Testing of storm sewer piping system shall be in accordance with the criteria of the local authority having jurisdiction

#### 3.10 INFILTRATION/EXFILTRATION TESTING

- A. Flush and clean sewer line prior to testing, wetting pipe and cleaning out debris. Plug all pipes outlets to resist test pressure. Give special attention to stoppers and laterals.
- B. Conduct infiltration or exfiltration test for each section between manholes. Test first section prior to further work, to demonstrate remaining work will conform to specifications.
- C. Testing may be required during course of work where infiltration appears to be greater than maximum allowable, or quality of work is questionable.
- D. Provide all infiltration and exfiltration equipment, materials and testing required to perform tests.
- E. No sewer line will be accepted where water tightness tests show leakage exceeding one gallon per inch diameter per 260 feet per day.
- F. Tests indicating infiltration or exfiltration in excess of requirements, or other unacceptable conditions will require remedial measures and retesting until system or sections test satisfactorily.

#### 3.11 INLET CONNECTION TO STORM SEWER MAIN

- A. This direct connection from a roof drain or inlet storm sewer main shall only be made if the inside diameter of the connecting pipe is less than 3/4 the diameter of the main.
- B. The center of pipes shall match each other.
- 3.12 CONNECTION TO MUNICIPAL STORM SEWER
  - A. Work shall be coordinated with street construction and in accordance with the local authority having jurisdiction.

# 3.13 **PROTECTION**

A. Protect finished installation under provisions of Section 01 60 00 – Product Requirements.

# END OF SECTION 33 40 00



# NOTICE LETTER TO CONTRACTORS TEMPLATE

October 06, 2021

All Contractors Working within CU Denver/Anschutz Medical Campus Facilities

Subject: Vaccination Requirements

Dear Contractor:

On August 31, 2021, pursuant to the <u>Sixth Amended Public Health Order 20-38</u>, Limited COVID Restrictions, all State Contractors and State Contractor Workers who physically enter a State Facility shall comply with the Vaccination Requirements included in Section III of the Order. All State Contractors and State Contractor Workers, including individuals who have been infected with and recovered from COVID-19, shall have received their first dose in a two dose COVID-19 series no later than September 30, 2021 and be Fully Vaccinated by October 31, 2021.

On September 30, 2021 the <u>Seventh Amended Public Health Order 20-38</u> (PHO or Order), allowed for State Contractor Workers to participate in twice weekly COVID-19 testing if they have an employer approved medical or religious exemption or are unvaccinated.

You are receiving this letter because your company has a contract with University of Colorado Denver/Anschutz Medical Campus and, as part of the performance of that contract, certain of your company's personnel (including any subcontractor personnel) are required to or likely will provide contracted goods or services in person and on-site. Therefore, as a contractor, your company is subject to the vaccination or testing requirements set forth in the Order.

As permitted by the Order, University of Colorado Denver/Anschutz Medical Campus State Contractors shall assume responsibility for verification of full COVID-19 vaccination, approving all exemptions for medical or religious beliefs and determining any accommodations needed for such exemptions.

State Contractors shall verify that each of the identified State Contractor Workers is Fully Vaccinated, or that each of the identified State Contractor Works that is unvaccinated or has a medical or religious exemption is participating in twice weekly COVID-19 testing.

Please be aware that the University of Colorado Denver/Anschutz Medical Campus retains the right to inquire into compliance with the Order's requirements at any time, to include requesting a State Contractor to provide proof of vaccination or a recent negative COVID-19 test.

The State of Colorado values your firm as a contract partner to deliver needed goods or services. Accordingly, we are hopeful that your company will comply with the Order and help the state reduce the spread of the virus. In the meantime, please see <u>COVID-19 Vaccination</u> Requirements for State Contractors FAQs. (<u>https://dhr.colorado.gov/covid-19-vaccination-requirements-for-state-contractors</u>)

University of Colorado Denver/Anschutz Medical Campus

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University of Colorado Denver | Anschutz Medical Campus Breckenridge Parking Lot Improvements

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- 01 26 00 CONTRACT MODIFICATION PROCEDURES
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# END OF SECTION 00 01 00

# **SECTION 00 0102**

# DESIGN PROFESSIONAL STAMP AND SEALS

# DOCUMENT 000210 - DESIGN PROFESSIONAL STAMP AND SEAL

# 1.1 DESIGN PROFESSIONALS OF RECORD

- A. Electrical Engineer:
  - Cator Ruma & Associates, Co. 896 Tabor Street Lakewood, Co. 80401



#### **END OF SECTION**

#### **SECTION 00 0102**

#### DESIGN PROFESSIONAL STAMP AND SEALS

#### DOCUMENT 000210 - DESIGN PROFESSIONAL STAMP AND SEAL

- 1.1 DESIGN PROFESSIONALS OF RECORD
  - A. Civil Engineer:
    - 1. S. A. MIRO 4582 S Ulster St., STE 750 Denver, CO. 80237



#### **END OF SECTION**

# SECTION 00 01 04 – PROJECT DIRECTORY

#### PART 1 - GENERAL

#### 1.1 PROJECT DIRECTORY

A. OWNER
University of Colorado | Anschutz Medical Campus
Campus Services, Mail Stop F418
1945 Wheeling Street, Rm 334
Aurora, CO 80045

B. CIVIL ENGINEERS. A. Miro, Inc.4582 S. Ulster St.Denver, CO. 80207

C. ELECTRICAL ENGINEER Cator, Ruma & Associates, Co. 896 Tabor Street Lakewood, CO 80401

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

#### END OF SECTION 00 01 04

Robert Holzwarth robert.holzwarth@cuanschutz.edu (720)854-4664

> Megan Vogt mvogt@samiro.com (720)407-1070

Chelsey Patterson cpatterson@catorruma.com (303)232-6200

#### SECTION 00 11 00 – ADVERTISEMENT FOR BIDS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section incudes administrative and procedural requirements for project advertisement
- 1.3 DEFINITIONS
  - A. ADVERTISEMENT: Posting of project description, requirements, schedule, and related requirements necessary to solicit submittals from contractors.
- 1.4 ADVERTISEMENT
  - A. FORM: State of Colorado form "Advertisement for Bids for Contractor's Agreement Design/Bid/Build" (OSA-AFB-1)
  - B. A copy of the above noted form is attached at the end of this section.

#### 1.5 PROCEDURE

- A. If project is less than \$25,000 or greater than \$500,000, remove red "Open to SCPP" box.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 11 00



### ADVERTISEMENT FOR BIDS General Contractor State of Colorado University of Colorado Anschutz Medical Campus (GFE) Notice Number: PN 22-116457

Notice Status:	OPEN
Publish Date:	6/1/22
# Notice Revisions:	N/A
<b>Revision Publish Date:</b>	

Project No:	22-116457
Project Title:	CU Anschutz – Breckenridge Parking Lot Improvements
Estimated Construction Cost:	\$400,000.00 - \$500,000.00

### Settlement Notices

For all projects with a total dollar value above \$150,000 Notice of Final Settlement is required by C.R.S. 38-26-107(1). Final Settlement, if required, will be advertised via: Electronic Media

#### **Project Description**

The project scope includes but is not limited to; removal of existing asphalt paving, mill and overlay of existing asphalt paving surfaces, removal and replacement of concrete curb & gutter, removal and replacement of concrete sidewalks. Additional work includes removal and relocation of existing parking lot lighting poles, installation of new light fixtures and pole bases, underground electrical, installation of new parking lot signage, parking lot striping, removal and replacement of underground drainage inlets, piping & components, miscellaneous landscaping, retaining wall and other site improvements. If the construction value for this project is \$500,000 or greater, State of Colorado Prevailing Wage requirements will apply.

#### Scope of Services

**The University of Colorado Anschutz Medical Campus** is using a design/bid/build delivery approach for General Contractors and selected road and pavement contractors.

#### **Minimum Requirements**

Notice is hereby given to all interested parties that all firms will be required to meet all minimum requirements to be considered for this project. To be considered as qualified, interested firms shall have, as a minimum:

1. Provided General Contracting services within the last three (3) years for at least three (3) projects each in excess of <u>\$500,000</u> (hard costs), utilizing the expertise present in their Colorado Office; and

2. Demonstrated specific General Contracting experience in projects of similar scope and complexity; and

3. Demonstrated bonding capability up to <u>\$1,000,000</u> for an individual project coincidentally with current and anticipated workloads; provide letter from surety that affirms this capacity. Firms meeting the minimum requirements may obtain the bidding documents on the website accompanying this advertisement.

University of Colorado Denver | Anschutz Medical Campus Facilities Projects – **Request for Proposals** website: <u>http://www.ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/RFP/Pages/RFP.aspx</u>

Colorado CORE/ColoradoVSS: https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService

#### **Other Information**

Preference shall be given to Colorado resident bidders and for Colorado labor, as provided by law.

#### Pre-Bid Meeting

A mandatory Pre-Bid Meeting and site walk will be held at:

### University of Colorado Anschutz Medical Campus Breckenridge Parking Lot, Aurora, CO 80045

# Comments: The Pre-Bid meeting & site walk will begin at 8:30 AM on Thursday 6/16/22. (meet at sidewalk along E. 19th Ave.)

#### **Schedule/Submission Details**

1. The schedule of events for the bidding process and an outline of the schedule for the balance of the project is as follows:

Advertisement	6/1/22
Mandatory Pre-Bid Meeting and site walk	6/16/22 - 8:30 AM
Date Email Questions Due from Bidders	6/20/22 - 3:00 PM
Date Email Answers Issued	6/27/22 - 3:00 PM
Sealed Bids Due/Public Bid Opening	7/7/22 - 3:00 PM
Negotiation of General Contractor Contract	7/15/22
Notice of Award (projected)	7/18/22
Contract Executed (projected)	7/29/22
Anticipated Design Start	Complete
Construction Start (projected)	8/1/22
Construction Finish	12/31/22

2. All Bid submissions shall be **ONE (1) electronic copy PDF** received no later than <u>July 7,</u> <u>2022 at 3:00 PM</u>, and shall be submitted through the following website:

https://ucdenverdata.formstack.com/forms/rfp rfq submission

Comments: Late bids will be rejected without consideration. The University of Colorado Anschutz Medical Campus (GFE) and the State of Colorado assume no responsibility for costs related to the preparation of bids. 3. The above schedule is tentative. Responding firms shall be notified of revisions in a timely manner by email. Respondents may elect to verify times and dates by email, but no earlier than 36 hours before the schedule date and time.

### **Point of Contact/Clarification**

Name:	Robert Holzwarth
Agency:	University of Colorado Anschutz Medical Campus (GFE)
Phone:	(720) 854-4664
Email:	robert.holzwarth@cuanschutz.edu

 This Notice is also available on the web at www.colorado.gov/pacific/osa/cdnotices

 Media of Publication(s):
 University of Colorado Denver Facilities Projects Website

 Colorado CORE/ColoradoVSS

Publication Dates: 6/1/22



# NOTICE LETTER TO CONTRACTORS TEMPLATE

October 06, 2021

All Contractors Working within CU Denver/Anschutz Medical Campus Facilities

Subject: Vaccination Requirements

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The State of Colorado values your firm as a contract partner to deliver needed goods or services. Accordingly, we are hopeful that your company will comply with the Order and help the state reduce the spread of the virus. In the meantime, please see <u>COVID-19 Vaccination</u> Requirements for State Contractors FAQs. (<u>https://dhr.colorado.gov/covid-19-vaccination-requirements-for-state-contractors</u>)

University of Colorado Denver/Anschutz Medical Campus

#### SECTION 00 21 13 – INFORMATION TO BIDDERS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 INFORMATION TO BIDDERS
  - A. State of Colorado form "Information to Bidders" (SBP-6.12).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 21 13



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

# INFORMATION FOR BIDDERS

Institution or Agency:University of Colorado Anschutz Medical CampusProject No./Name:22-116457 / CU Anschutz Breckenridge Parking Lot Improvements

1. **BID FORM:** Bidders are required to use the Bid form attached to the bidding documents. Each bidder is required to bid on all alternates and indicate the time from the date of the Notice to Proceed to Substantial Completion in calendar days, and in addition, the bidder is required to indicate the period of time to finally complete the project from Substantial Completion to Final Acceptance, also in calendar days. Bids indicating times for Substantial Completion and Final Acceptance in excess of the number of days indicated in the Advertisement for Bids for completion of the entire Project may be found non-responsive and may be rejected. The bid shall not be modified or conditioned in any manner. Bids must be submitted electronically bearing the address and information shown below. Refer to electronic bid submittal instructions in the Advertisement for Bids.

#### INSERT NAME OF AGENCY AND ADDRESS WHERE BID SHOULD BE DELIVERED

Electronic bids shall contain the following info: Project # 22-116457 Project Name CU – Breckenridge Parking Lot Improvements Name and Address of Bidder:

Date of Opening July 7<sup>th</sup>, 2022 Time of Opening 3:00 pm

- 2. **INCONSISTENCIES AND OMISSIONS:** Bidders may request clarification of any seeming inconsistencies, or matters seeming to require explanation, in the bidding documents at least three (3) business days prior to the time set for the opening of Bids. Decisions of major importance on such matters will be issued in the form of addendum.
- 3. **APPLICABLE LAWS AND REGULATIONS:** The bidder's attention is called to the fact that all work under this Contract shall comply with the provisions of all state and local laws, approved state building codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. Attention is also called to the fact that the use of labor for work shall be governed by the provisions of Colorado law which are hereinafter set forth in Articles 27 and 52E of the GENERAL CONDITIONS.
- 4. **UNAUTHORIZED IMMIGRANTS:** Note that the Special Provisions of the General Conditions of the Contract includes the following language: PUBLIC CONTRACTS FOR SERVICES CRS 8-17.5-101 and PUBLIC CONTRACTS WITH NATURAL PERSONS 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et

seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

- 5. **TAXES:** The bidder's attention is called to the fact that the Bid submitted shall exclude all applicable federal excise or manufacturers' taxes and all state sales and use taxes as hereinafter set forth in Article 9C of the GENERAL CONDITIONS.
- 6. **OR EQUAL:** The words "OR EQUAL" are applicable to all specifications and drawings relating to materials or equipment specified. Any material or equipment that will fully perform the duties specified, will be considered "equal", provided the bid submits proof that such material or equipment is of equivalent substance and function and is approved, in writing. Requests for the approval of "or equal" shall be made in writing at least five (5) business days prior to bid opening. During the bidding period, all approvals shall be issued by the Architect/Engineer in the form of addenda at least two (2) business days prior to the bid opening date.
- 7. **ADDENDA**: Owner/architect initiated addenda shall not be issued later than two (2) business days prior to bid opening date. All addenda shall become part of the Contract Documents and receipt must be acknowledged on the Bid form.
- 8. **METHOD OF AWARD LOWEST RESPONSIBLE BIDDER:** If the bidding documents for this project require alternate prices, additive and/or deductible alternates shall be listed on the alternates bid form provided by the Principal Representative. Bidders should note the Method of Award is applicable to this Bid as stated below.
  - A. **DEDUCTIBLE ALTERNATES:** The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid combined with deductible alternates, deducted in numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The subtraction of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be subtracted from the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - B. ADDITIVE ALTERNATES: The lowest responsible Bid, taking into account the Colorado resident bidder preference provision of Colorado law, will be determined by and the contract will be awarded on the base bid plus all additive alternates added in the numerical order in which they are listed in the alternates bid form provided by the Principal Representative. The addition of alternates shall result in a sum total within available funds. If this bid exceeds such amount, the right is reserved to reject all bids. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest responsible bidder.
  - C. **DEDUCTIBLE AND ADDITIVE ALTERNATES:** Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.
- NOTICE OF CONTRACTOR'S SETTLEMENT Agencies/institutions must indicate in the initial Solicitation (Advertisement for Bids, Documented Quotes, or Requests for Proposals) whether settlement will be advertised in newspapers or electronic media.

The Advertisement for Bids can be located at the web site: <u>/www.colorado.gov/pacific/osa/cdnotices</u> (Click on the appropriate link [ColoradoVSS or ColoradoBIDS] or on the State Purchasing Office website)

#### SECTION 00 41 53 – BID FORM

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. 00 43 13 Bid Bond (SPB-6.14)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 BID FORM
  - A. FORM: State of Colorado form "Bid" (SBP-6.13).
  - B. A copy of the above noted form is attached to the end of this section.
  - C. Additional State and University of Colorado forms to be attached to the submitted bid are as follows:
    - 1. Unit Pricing Form, included with Section 01 22 00
    - 2. Bid Alternate Form, included with Section 00 43 23

#### 1.5 PROCEDURES

- A. The durations for Bidder's Time of Completion shall match the project advertisement duration.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 41 53



# STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

BID

#### Institution/Agency: University of Colorado Anschutz Medical Campus

Project No./Name: CU Anschutz Breckenridge Parking Lot Improvements / 22-116457

Bidder Acknowledges Receipt of Addenda Numbers: Bidder Anticipates Services outside the United States or Colorado:\* No Yes | If Yes see 3A below No 🗌 If No see 3B below Bidder will comply with 80% Colorado Labor on project above \$500,000: Yes□ Bidder is a Service-Disabled Veteran Owned Small Business:\* No 🗌 Yes 🗌 If Yes see 3C below **Base Bid** \$ (Refer to Bid Alternate Form SC-6.13.1 Attached, If Applicable) Bidder's Time of Completion a. Time Period from Notice to Proceed to Substantial Completion: 150 Calendar Days b. Time Period from Substantial Completion to Final Acceptance: 60 Calendar Days c. Total Time of Completion of Entire Project (a + b): 210 Calendar Days

- 1. BID: Pursuant to the advertisement by the State of Colorado dated <u>06/01/2022</u> the undersigned bidder hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the Bidding Documents, including the Drawings and Specifications, for the work and for the base bid indicated above. Bidders should include all taxes that are applicable.
- 2. EXAMINATION OF DOCUMENTS AND SITE: The bidder has carefully examined the Bidding Documents, including the Drawings and Specifications, and has examined the site of the Work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
- **3. PARTIES INTERESTED IN BID:** The bidder hereby certifies that the only persons or parties interested in this Bid are those named herein, and that no other bidder or prospective bidder has given any information concerning this Bid.
  - A. If the bidder anticipates services under the contract or any subcontracts will be performed outside the United States or Colorado, the bidder shall provide in a written statement which must include, but need not be limited to the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform such services. (Does not apply to any project that receives federal moneys) \*
  - B. For State Public Works projects per C.R.S. 8-17-101, Colorado labor shall be employed to perform at least 80% of the work. Colorado Labor means any person who is a resident of the state of Colorado at the time of the Public Works project. Bidders indicating that their bid proposal will not comply with the 80% Colorado Labor requirement are required to submit written justification along with the bid submission. (Does not apply to any project that receives federal moneys) \*
  - **C.** A Service-Disabled Veteran Owned Small Business (SDVOSB) per C.R.S. 24-103-211, means a business that is incorporated or organized in Colorado or maintains a place of business or has an office in Colorado and is officially registered and verified by the Center for Veteran Enterprise within the U.S. Department of Veteran Affairs. Attach proof of certification along with the bid submission. \*
- 4. BID GUARANTEE: This Bid is accompanied by the required Bid Guarantee. You are authorized to hold said Bid Guarantee for a period of not more than thirty (30) days after the opening of the Bids for the work above indicated, unless the undersigned bidder is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Bid Guarantee, until the undersigned bidder has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants.
- 5. TIME OF COMPLETION: The bidder agrees to achieve Substantial Completion of the Project from the date of the Notice to Proceed within the number of calendar days entered above, and in addition, further agrees that

the period between Substantial Completion and Final Acceptance of the Project will not exceed the number of calendar days noted above. If awarded the Work, the bidder agrees to begin performance within ten (10) days from the date of the Notice to Proceed subject to Article 46, Time of Completion and Liquidated Damages of the General Conditions of the Contract, and agrees to prosecute the Work with due diligence to completion. The bidder represents that Article 7D of the Contractor's Agreement (SC-6.21) has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.

- 6. EXECUTION OF DOCUMENTS: The bidder understands that if this Bid is accepted, bidder must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance and Affidavit Regarding Unauthorized Immigrants within ten (10) days from the date of the Notice of Award, and that the bidder will be required to sign to acknowledge and accept the Contract Documents, including the Drawings and Specifications.
- **7. ALTERNATES:** Refer to the Information for Bidders (SC-6.12) for Method of Award for Alternates and use State Form SBP-6.13.1 Bid Alternates form to be submitted with this bid form if alternates are requested by the institution/agency in the solicitation documents.
- **8.** Submit wage rates (direct labor costs) for prime contractor and subcontractor as requested by the institution/agency in the solicitation documents.
- 9. The right is reserved to waive informalities and to reject any and all Bids.

\*Does not apply to projects for Institutions of Higher Education that have opted out of the State Procurement Code.

SIGNATURES: If the Bid is being submitted by a Corporation, the Bid shall be signed by an officer, i.e., President or Vice-President. If a sole proprietorship or a partnership is submitting the Bid, the Bid shall so indicate and be properly signed.

Dated this \_\_\_\_\_ , 20

THE BIDDER:

Company Name

Phone number:

Name (Print) and Title

Signature

Address (including city, state and zip)



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# **BID ALTERNATES FORM**

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 22-116457 / CU Anschutz - Breckenridge Parking Lot Improvements

# Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

### Additive Alternates (If Applicable)

Refer to specification section <u>012300</u> for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	Straighten E 19th Avenue Curbline	Add \$	
A.A. No. 2	Snow Storage Area	Add \$	
A.A. No. 3		Add \$	
A.A. No. 4		Add \$	
A.A. No. 5		Add \$	
A.A. No. 6		Add \$	
A.A. No. 7		Add \$	
A.A. No. 8		Add \$	
A.A. No. 9		Add \$	
A.A. No. 10		Add \$	

#### **Deductive Alternates (If Applicable)**

Refer to specification section \_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	Deduct \$	
D.A. No. 2	Deduct \$	
D.A. No. 3	Deduct \$	
D.A. No. 4	Deduct \$	
D.A. No. 5	Deduct \$	
D.A. No. 6	Deduct \$	
D.A. No. 7	Deduct \$	
D.A. No. 8	Deduct \$	
D.A. No. 9	Deduct \$	
D.A. No. 10	Deduct \$	

#### THE BIDDER:

Company Name

Signature

Date



## STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# UNIT PRICING FORM

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 22-116457 / CU Anschutz – Breckenridge Parking Lot Improvements

The unit prices below shall be used to determine adjustment to the contract sum when changes in the work involving said items are deemed necessary.

Unit Prices shall apply until the date of contract completion established at the time of Notice to Proceed.

All unit prices shall include the pro-rata share of all costs of materials, equipment and disposal required to complete the work item. Overhead, profit and bond will be calculated per Change Order Proposal form SC-6.312.

(Note: Architect/Engineer should complete a brief description below based on their complete description provided in Division 01 of their specification before inserting into the solicitation)

#### **UNIT PRICING**

Number	Description	Unit of Measure	Unit Price
U1	Removal of unsatisfactory soil and replacement with satisfactory soil	CY	\$
U2	Installation of asphalt pavement	SY	\$
U3	Installation of concrete curb and gutter	LF	\$
U4	Installation of concrete sidewalk	SY	\$
U5			\$
U6			\$
U7			\$
U8			\$
U9			\$
U10			\$

THE BIDDER:

Company Name

Signature

Date

#### SECTION 00 41 55 - DIRECT LABOR BURDEN CALCULATION

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 DIRECT LABOR BURDEN CALCULATION
  - A. FORM: State of Colorado form "Direct Labor Burden Calculation" (SBP-6.18).
  - B. A copy of the above noted form is attached to the end of this section.
  - C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.
- 1.5 PROCEDURES
  - A. The form shall be submitted for the bidding firm on award of low bid and prior to contract being issued.
  - B. Submission of a project bid acknowledges agreement of this requirement. Fail to submit this form may deem a bid as non-responsive
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 41 55

STATE OF COLORADO



OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# DIRECT LABOR BURDEN CALCULATION

No./Name:

y: Project

# University of Colorado Denver | Anschutz Medical Campus / GFE 22-116457 / CU Anschitz Brenckenridge Parking Lot Improvements

This form is required to be submitted for review prior to execution of a construction agreement.

List items below by the percentage of what makes up the total labor burden; Items include benefits that a contractor pays to employees on their payroll. Examples include taxes, pension cost, health and dental insurance etc. The Labor Burden amount must be agreed to by both the contractor and Principal Representative and will be included in the contract as part of Exhibit A and will be used in the calculation of any future Change Order Proposals (SC-6.312) Line 2.

Major sub-contractors defined as electricians, plumbers, mechanical contractors, excavators, millwork, concrete, block layers etc. Please provide one (1) Labor Burden Calculation Sheet per contractor and for each sub-contractor. These labor burdens shall be used in the calculation of any future Change Order Proposals (SC-6.312) Line 10.

State reserves the right to require back-up confirmation of all information included in this calculation.

	Percent of Salary Paid	
Payroll Taxes		
Pension Costs		
Health Insurance		
Dental Insurance		
Life Insurance		
Other (Specify)		Description:
Other (Specify)		Description:
Total Labor Burden:	0%	

Name of Contractor:

#### SECTION 00 43 13 – BID BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)

#### 1.4 BID BOND

- A. FORM: State of Colorado form "Bid Bond" (SBP-6.14).
- B. A copy of the above noted form is attached to the end of this section.

#### 1.2 PROCEDURES

- A. This bid bond must be accompanied by Power of Attorney.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 43 13



# STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# **BID BOND**

Institution/Agency:	
Project No./Name:	

#### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, \_\_\_\_\_\_\_\_\_ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

**NOW THEREFORE,** the Principal and \_\_\_\_\_\_\_\_a corporation of the State of \_\_\_\_\_\_\_, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**FURTHER THAT,** a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance and Certification and Affidavit Regarding Illegal Aliens, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

(Corporate Se	al)	THE PRINCIPAL
ATTEST		Company Name Address (including city, state and zip) Phone number:
Name (Print)		Signature Name (Print) and Title
SIGNATURES		ration, the Bid Bond shall be signed by an officer, i.e., President or hall be attested to by the Secretary and properly sealed.
	If the "Principal" is an individual or a partnersh	nip, the Bid Bond shall so indicate and be properly signed.
(Corpora	te Seal)	THE SURETY

Secretary

Ву \_\_\_\_\_

Attorney-in-Fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

#### SECTION 00 43 23 – BID ALTERNATES FORM

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. 00 41 53 Bid Form (SPB-6.13)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)

#### 1.4 BID FORM

- A. FORM: State of Colorado form "Bid Alternates Form" (SBP-6.131).
- B. A copy of the above noted form is attached to the end of this section.
- C. Additional State and University of Colorado forms to be attached to the submitted bid are listed in the Articles below.
- 1.5 PROCEDURES
  - A. Fill out each alternate as shown in project documents with associated cost.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 43 23



STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

# **BID ALTERNATES FORM**

 Institution/Agency:
 University of Colorado Anschutz Medical Campus

 Project No./Name:
 22-116457 / CU Anschutz - Breckenridge Parking Lot Improvements

# Additive alternates will not be used if deductible alternates are used and deductible alternates will not be used if additive alternates are used.

### Additive Alternates (If Applicable)

Refer to specification section <u>012300</u> for descriptions of add alternates. If the add alternates are accepted, the base bid would be modified by the amount entered by the bidder.

A.A. No. 1	Straighten E 19th Avenue Curbline	Add \$	
A.A. No. 2	Snow Storage Area	Add \$	
A.A. No. 3		Add \$	
A.A. No. 4		Add \$	
A.A. No. 5		Add \$	
A.A. No. 6		Add \$	
A.A. No. 7		Add \$	
A.A. No. 8		Add \$	
A.A. No. 9		Add \$	
A.A. No. 10		Add \$	

#### **Deductive Alternates (If Applicable)**

Refer to specification section \_\_\_\_\_ for descriptions of the deductive alternates. If the deductive alternates are accepted, the base bid would be modified by the amount entered by the bidder.

D.A. No. 1	Deduct \$	
D.A. No. 2	Deduct \$	
D.A. No. 3	Deduct \$	
D.A. No. 4	Deduct \$	
D.A. No. 5	Deduct \$	
D.A. No. 6	Deduct \$	
D.A. No. 7	Deduct \$	
D.A. No. 8	Deduct \$	
D.A. No. 9	Deduct \$	
D.A. No. 10	Deduct \$	

#### THE BIDDER:

Company Name

Signature

Date

#### SECTION 00 43 40 -

#### CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. The form UI-1 shall be provided by all contractors, architect, engineers and consultants directly engaged with the University of Colorado Denver | Anschutz Medical Campus.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHROIZED IMMIGRANTS
  - A. FORM: State of Colorado form "CERTIFICATE AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS" (UI-1).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 43 40



# STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAMS

#### **CERTIFICATION AND AFFIDAVIT REGARDING UNAUTHORIZED IMMIGRANTS**

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name: /

#### A. CERTIFICATION STATEMENT CRS 8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.

2. The Vendor certifies that it does not now knowing employ or contract with and unauthorized immigrant who will perform work under this contract, and that it will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the <u>"Department Program"</u> administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.

3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS 24-76.5-101 (HB 06S-1023)

1. If the Vendor is a **sole proprietor**, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- [\_\_] I am a United States citizen, or
- []]
- I am a Permanent Resident of the United States, or
- [ ] I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this day \_\_\_\_\_.

VENDOR:

Vendor Full Legal Name

BY:

Signature of Authorized Representative

Title

#### SECTION 00 45 17 – SUBCONTRACTOR PREQUALIFICATION

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 SUBCONTRACTOR PREQUALIFICATION
  - A. FORM: University of Colorado Denver | Anschutz Medical Campus "Subcontractor's Statement of Experience."
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 45 17



**Facilities Management** 

# SUBCONTRACTOR'S STATEMENT OF EXPERIENCE

Project Name: \_\_\_\_\_

Project # \_\_\_\_\_

Project Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect/Engineer:

• This is a project specific qualification form. Subcontractor must fill this out on each project.

# INDEX OF DOCUMENTS

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**INFORMATION FORM** STATEMENT OF (Subcontractor) ADDRESS \_55\_\_\_\_\_\_(Street or PO Box) (City) (State) (Zip) TELEPHONE/FAX NO. (fax) (telephone) DATE OF EXPERIENCE STATEMENT PRINCIPLE OWNER/OFFICER (Names(s) and Official Title(s)) Please indicate below if your company qualifies as one of the following: Minority Business Enterprise (MBE) YES \_\_\_\_ NO \_\_\_\_ Justification: \_\_\_\_\_ Woman-Owned Business Enterprise (WBE)YES NO Justification: Small Business Enterprise (SBE) YES \_\_\_ NO \_\_\_ Justification: Disadvantaged Business Enterprise (DBE) YES NO Justification:

# TYPES OF WORK

- (1) If you are a General Contractor interested in bidding on all types of construction, mark "All Classes of Construction" only.
- (2) If you are interested in contracting directly with the University for certain types of work only, mark in the column provided after the particular types of work on which you wish to bid.

TYPES OF WORK	MARK WITH (X)
1. All Classes of Construction	
2. General	
3. Mechanical	
4. Electrical	
5. Excavating and Grading	
6. Concrete	
7. Structural Steel	
8. Steel and Miscellaneous Iron	
9. Painting and Decorating	
10. Laboratory Equipment	
11. Elevator Installation	
12. Plumbing	
13. Heating and Ventilating	
14. Air Conditioning	
15. Boiler and Equipment	
16. Environmental (Describe)	
17. Other (Describe)	
18. Other (Describe)	
19. Other (Describe)	
20. Other (Describe)	

### **IDENTIFICATION**

(The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions hereinafter made.)

LE	GAL NAME
PR	RINCIPAL OFFICE(Street or PO Box) (City) (State) (Zip)
	A CorporationA CopartnershipAn IndividualCombination
	GENERAL INFORMATION
A.	Are you licensed as a contractor? Yes ( ) No ( )
	Licensed in the name ofLocation (City or State)License No. & Type
В.	How many years has your organization been in business as a contractor under your present business name?
C.	How many years experience in construction work has your organization had? (Type)
	(a) As a prime contractor? (b) As a subcontractor?
D.	Have you or your organization, or any officer or partner thereof, failed to complete a contract?
	If so, give details
E.	If you have a controlling interest in any firms presently qualified with the University, show names thereof:
F.	We normally perform% of the work with our own forces.
	List trades:

Where qualification is based on a combination of several organizations, show the experience and equipment of the combined organizations.

G. Has your firm been involved in any litigation in the past five (5) years? Yes () No () If yes, explain (listing type, kind, plaintiff, defendant, etc. and state the current status).

H. Are there any activities or interests of officers, principle stockholders, or employees of your firm or other factors which would place your firm and the University of Colorado Denver in a position of "Conflict of Interests"?

Yes () No () If yes, or in doubt, explain.

I. Has your firm ever been involved in any bankruptcy action as a bankrupt?

Yes () No () If yes, explain.

### PERSONNEL OF ORGANIZATION

\_

1. Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years.

2. Show the construction experience of the principal individuals of your present organization in the following tabulation:

Individual's Name	Present Position or Office in Your Organization	Years of Construction Experience	Magnitudes and Type of Work	In What Capacity

### PROJECT EXPERIENCE

Show the projects your organization has completed during the last five years in the following tabulation:

Year Completed	Project	Type of Work (See Page 2)	Location	Contract Value	Contracting Authority	In what Capacity

### WORK CURRENTLY UNDER CONTRACT

Expected Completio n Date	Project	Type of Work (See Page 1)	Location	Contrac t Value	Contracting Authority	Architect or Engineer

# SURETIES

List the Surety Companies that have bonded your work for the past five (5) years:

Name of Surety and Name and Address of Agent	Project and Location	Period of Bond From	Period of Bond To	General Comments

### CORPORATION / CO-PARTNERSHIP

CORPORATION: (If a corporation, answe	r this:)		
When Incorporated			
In What State			
President's Name			
Vice President's Name			
Secretary's Name			
Treasurer's Name			
CO-PARTNERSHIP: (If a co-partnership, ans	wer this:)		
Date of Organization			
State whether partnersh	nip is general,	limited, or associa	tion
Name and address of ea	ach partner:		
(name)		(name)	
(address)		(address)	

WHERE QUALIFICATION IS BASED ON A COMBINATION OF ORGANIZATIONS, THE APPROPRIATE (ATTACHED) AFFIDAVITS MUST BE EXECUTED FOR EACH MEMBER OF SUCH COMBINATION.

#### UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

#### AFFIDAVIT FOR CORPORATION

certifies and says: That he is (Name of officer)

\_\_\_\_\_of the \_\_\_\_\_\_ (Official capacity)

corporation submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

NOTE: Use full corporate name and attach corporate seal here. (Officer must sign here)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.

# UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

#### AFFIDAVIT FOR CO-PARTNERSHIP

\_\_\_\_\_ certifies and says: That he/she is a partner of (Name of partner)

the partnership of \_\_\_\_\_: That said partnership (Name of Firm)

submitted this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent the condition of said firm in any substantial respect, it will refrain from further bidding on University work until they shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

The foregoing statement and affidavit are hereby offered.

(Member of Firm must sign here)

(Title)

(Remaining members of Firm sign here)

(Name of Firm)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect.

#### UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

#### AFFIDAVIT FOR INDIVIDUAL

\_\_\_\_\_doing business \_\_\_\_\_\_ (Name of individual) (Name of Firm)

certifies and says: That he/she is the person submitting this statement of experience: that he/she has read the same, and that the same is true of his/her own knowledge: that the statement is for the purpose of inducing the University of Colorado Denver to supply the submittor with plans and specifications, and that any vendor, or other agency therein named is hereby authorized to supply the University of Colorado Denver with any information necessary to verify the statement: and that furthermore, should this statement at any time cease to properly and truly represent his/her condition in any substantial respect, it will refrain from further bidding on University work until it shall have submitted a revised and corrected statement.

I certify and declare under penalty of perjury that the foregoing is true and correct:

Subscribed on \_\_\_\_\_ at \_\_\_\_, \_\_\_, State of \_\_\_\_\_ (date) (city) (county)

NOTE: Statement will be returned unless affidavit is completed in EVERY respect. (Applicant must sign here)

# UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUBCONTRACTOR'S QUALIFICATION STATEMENT

#### **BIDDING INFORMATION**

#### QUALIFICATION

The University of Colorado Denver will qualify or disqualify a Subcontractor on the basis of:

- (1) The information contained in this statement and
- (2) Past contract experience with the University.

#### NOTIFICATION

The University of Colorado Denver will, in writing, notify Contractors of their qualification or disqualification.

#### SECTION 00 51 00 – NOTICE OF AWARD (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF AWARD
  - A. FORM: State of Colorado form "Notice of Award" (SBP-6.15) for Design/Bid/Build Agreements.
  - B. Copies of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 51 00



#### NOTICE OF AWARD

(Design/Bid/Build and Design/Build Lump Sum Agreements)

Date of Notice:	
	Date to be inserted by the Agency/Institution
Agency/Institution:	University of Colorado Denver   Anschutz Medical Campus
Project No./Name:	

TO:

The State of Colorado, represented by the undersigned, has considered the Proposals submitted for the above described work.

Your Proposal, deemed to be in the best interest of the State of Colorado, in the amount of \_\_\_\_\_\_ DOLLARS AND NO/100\* (\$\_\_\_\_\_\*) is hereby accepted, pending final execution of the Agreement.

You **are** required to execute the approved Agreement and to furnish the Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants and Labor Overhead (Direct Labor Burdens) for Work performed by Contractor and major Subcontractors within ten (10) days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Performance Bond, Labor and Material Payment Bond, Insurance Policy, Certificates of Insurance, Certification and Affidavit Regarding Unauthorized Immigrants, and Labor Overhead (Direct Labor Burdens) as described above within ten (10) days from the date of this Notice, the State Controller is entitled to retain the amount of the Proposal Guaranty submitted with your Proposal as Liquidated Damages. In this event, the right is reserved to consider all of your rights arising out of the acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the Project, or otherwise dispose thereof.

By

State Buildings Programs (or Authorized Delegate) By\_

(Agency/Institution)

Principal Representative Date

When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

Date

#### SECTION 00 52 53.05 - CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. A sample copy of the above noted form is attached to the end of this section.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CONTRACOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT
  - A. FORM: State of Colorado form "Contractor's Design/Bid/Build (D/B/B) Agreement" (SC-6.21).
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 52 53.05



# **CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT** (STATE FORM SC-6.21)

#### CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT

(STATE FORM SC-6.21)

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#### EXHIBITS:

- **A.** Contractor's Bid (Form SC-6.13)
- **B.** Performance Bond (Form SC-6.22)
- **C.** Labor and Material Payment Bond (Form SC-6.221)
- D. Insurance Certificates
- **E.** Certification and Affidavit Regarding Unauthorized Immigrants (State Form UI 1), (required at contract signing prior to commencing work)
- F. Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections.

CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT (STATE FORM SC-6.21)

Department ID: Contract ID #: Project #:

**1. PARTIES**. THIS AGREEMENT is entered into by and between the STATE OF COLORADO, acting by and through the <u>(agency)</u>, hereinafter referred to as the Principal Representative, and <u>(vendor name)</u> having its offices at <u>(vendor address)</u> hereinafter referred to as the Contractor.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.** This Agreement shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

#### RECITALS:

**WHEREAS**, the Principal Representative intends to procure <u>(project name)</u> hereinafter called the Project; and

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment In Fund Number , Account Number ; and

WHEREAS, this is a phase one waived contract, waiver number 156 Contractors Agreement for Capital Construction Form SC6.21.

WITNESSETH, that the State of Colorado and the Contractor agree as follows:

#### **ARTICLE 1. PERFORMANCE OF THE WORK**

The Contractor shall perform all of the Work required for the complete and prompt execution of everything described or shown in, or reasonably implied from the Contract Documents for the above referenced Project.

#### ARTICLE 2. PROVISIONS OF THE CONTRACT DOCUMENTS

The Contractor agrees to perform the Work to the highest industry standards and to the satisfaction of the State of Colorado and its Architect/Engineer in strict accordance with the provisions of the Contract Documents.

#### ARTICLE 3. TIME OF COMPLETION

The Contractor agrees to Substantially Complete the Project within \_\_\_\_\_ calendar days from the date of the Notice to Proceed, in addition, the Contractor agrees to finally complete the Project from Substantial Completion to Final Acceptance within \_\_\_\_ calendar days for a total time of completion of the entire Project of \_\_\_\_ calendar days. The Contractor shall perform the Work with due diligence to completion.

#### ARTICLE 4. ESSENTIAL CONDITION

Timely completion of the Project is an essential condition of this Agreement. The Contractor shall be subject to any liquidated damages described in Article 7.4 for failure to satisfactorily complete the Work within the time periods in Article 3 above.

#### ARTICLE 5. CONTRACT SUM

The Contractor shall be paid for the performance of this Agreement, subject to any additions and deductions as provided for in Articles 32, 34 and 35 of The General Conditions of the Construction Contract SC-6.23, the sum of \_\_\_\_\_\_ DOLLARS AND NO/100\* (\$\_\_\_\_\_\*).

### ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, as enumerated in Article 1 of The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement SC-6.23, are all essential parts of this Agreement and are fully incorporated herein.

#### ARTICLE 7. OPTIONAL PROVISIONS AND ELECTIONS

The provisions of this Article 7 alter the Articles (The General Conditions of the Contractor's Design/Bid/Build Agreement SC-6.23) or enlarge upon them as indicated:

The Principal Representative and or the State Buildings Program shall mark boxes and initial where applicable.

## 1. MODIFICATION OF ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

If the box below is marked the six month guarantee inspection is not required.

Principal Representative initial

#### 2. MODIFICATION OF ARTICLE 27. LABOR AND WAGES

If the box is marked the Federal Davis-Bacon Act shall be applicable to the Project. The minimum wage rates to be paid on the Project shall be furnished by the Principal Representative and included in the Contract Documents.

Principal Representative initial

# 3. MODIFICATION OF ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

If the box is marked, and initialed by the State as noted, the requirement to participate in facilitated negotiations shall be deleted from this Contract. Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, shall be deleted in its entirety and all references to the right to the same where ever they appear in the contract shall be similarly deleted.

The box may be marked only for projects with an estimated value of less than \$500,000.

Principal Representative initial

## 4. MODIFICATION OF ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

If an amount is indicated immediately below, liquidated damages shall be applicable to this Project as, and to, the extent shown below. Where an amount is indicated below, liquidated damages shall be assessed in accordance with and pursuant to the terms of The General Conditions of the Design/Bid/Build Agreement Article 46, Time of Completion And Liquidated Damages, in the amounts and as here indicated. The election of liquidated damages shall limit and control the parties right to damages only to the extent noted.

4.1. For the inability to use the Project, for each day after the number of calendar days specified in the Contractor's bid for the Project and the Agreement for achievement of Substantial Completion, until the day that the Project has achieved Substantial Completion and the Notice of Substantial Completion is issued, the Contractor agrees that an amount equal to

<sup>(\$)</sup> shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due, but amounts remaining are insufficient to cover the entire assessment.

4.2. For damages related to or arising from additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period, for each day in excess of the number of calendar days specified in the Contractor's bid for the Project and the Agreement to finally complete the Project as defined by the issuance of the Notice of Final Acceptance) after the issuance of the final Notice of Substantial Completion, the Contractor agrees that an amount equal to \_\_\_\_\_\_\_(\$) shall be assessed against Contractor from amounts due and payable to the Contractor under the Contract, or the Contractor and the Contractor's Surety shall pay to the Principal Representative such sum for any deficiency, if amounts on account thereof are deducted from remaining amounts due but amounts remaining are insufficient to cover the entire assessment.

#### **ARTICLE 8. NOTICE IDENTIFICATION**

All Notices pertaining to General Conditions or otherwise required to be given shall be transmitted in writing, to the individuals at the addresses listed below, and shall be deemed duly given when received by the parties at their addresses below or any subsequent persons or addresses provided to the other party in writing.

Notice to Principal Representative:

With copies to (State Buildings Program (or Delegate) State of Colorado):

Notice to Contractor:

With copies to:

#### SIGNATURE APPROVALS:

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect. **Principal is not a recognized title and will not be accepted** 

THE CONTRACTOR	<b>STATE OF COLORADO</b> , acting by and through: (Insert Name of Agency or IHE)				
Legal Name of Contracting Entity	By: (Insert Name & Title of Principal Representative for Agency or IHE)				
	Date:				
*Signature By Name (print) Title	APPROVED DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM State Architect (or authorized Delegate)				
Date:	By: (Insert Name of Authorized Individual)				
	Date:				
ALL CONTRACTS MUST BE APPROVE C.R.S. § 24-30-202 requires the State Controller to approve all State Con State Controller or delegate. Contractor is not authorized to begin perforr the State of Colorado is not obligated to pay Contactor for such perf	tracts. This Contract is not valid until signed and dated below by the nance until such time. If Contractor begins performing prior thereto,				

#### **APPROVED:**

STATE OF COLORADO STATE CONTROLLER'S OFFICE State Controller (or authorized Delegate)

By:

(Insert Name & Title of Authorized Individual)

Date:

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT A

CONTRACTOR'S BID (Form SBP-6.13)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

EXHIBIT B

PERFORMANCE BOND (Form SC-6.22)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND (Form SC-6.221)

#### **CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

EXHIBIT D

INSURANCE CERTIFICATE(S) (attached)

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT E

**Certification and Affidavit Regarding Unauthorized Immigrants** (State Form UI-1), (required at contract signing prior to commencing work)

**CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT** (STATE FORM SC-6.21)

#### EXHIBIT F

Building Code Compliance Policy: Coordination of Approved Building Codes, Plan Reviews and Building Inspections

#### SECTION 00 55 00 – NOTICE TO PROCEED

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE TO PROCEED
  - A. FORM: State of Colorado form "Notice To Proceed (Design/Bid/Build Contract)" (SBP-6.26).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 55 00



### NOTICE TO PROCEED (DESIGN/BID/BUILD CONTRACT)

Date of Notice:

Date to be inserted by the Principal Representative
Date/Description of Contract Documents:
Institution/Agency:
University of Colorado Denver | Anschutz Medical Campus
Project No./Name:

Attach Notice of Code Compliance from Code Review Agent/Building Official for Documents Listed Above

To:

This is to advise you that your Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance, and Affidavit Regarding Unauthorized Immigrants have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the bond and insurance requirements of the Contract Documents are met for the duration of the Agreement. The Agreement dated \_\_\_\_\_ covering the above described work has been fully executed.

You are hereby authorized and directed to proceed within ten (10) days from date of this Notice as required in the Agreement. Any liquidated damages for failure to achieve Substantial Completion by the date agreed that may be applicable to this Contract will be calculated using the date of this Notice for the date of the commencement of the Work.

The completion date of the Project is \_\_\_\_\_ (M/D/YYYY).

By \_

State Buildings Program (or Authorized Delegate) Date

By \_\_\_\_\_ Principal Representative (Institution or Agency)

Date

When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative; or delivered by any other means to which the parties agree.

#### SECTION 00 61 13.13 – PERFORMANCE BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PERFORMANCE BOND
  - A. FORM: State of Colorado form "Performance Bond" (SC-6.22).
  - B. A copy of the above noted form is attached to the end of this section.

#### 1.2 PROCEDURE

- A. Performance Bond is required for construction values of \$150,000 or more.
- B. This bond must be accompanied by Power of Attorney.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 61 13.13**



### PERFORMANCE BOND

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus
Project No./Name:

#### BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

#### KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of \_\_\_\_\_\_ are held and firmly bound unto **the STATE OF COLORADO** acting by and through <u>Board of Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver</u>, hereinafter called the "Principal Representative", in the sum of \_\_\_\_\_\_ Dollars (\$ \_\_\_\_\_\_)

for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

	WHEREOF said Principal and Sur 20	ety have executed this Bond, this	day
	(Corporate Seal)	THE PRINCIPAL	
ATTEST:		Ву:	
	Secretary	Title:	
	(Corporate Seal)	SURETY	
		Ву:	
		Attorney-in-fa	ict
THIS BO	OND MUST BE ACCOMPANIED E	BY POWER OF ATTORNEY, EFFECTIVE	LY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful payment for all labor and material of the contract.

#### SECTION 00 61 13.16 – LABOR AND MATERIAL BOND

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 LABOR AND MATERIAL BOND
  - A. FORM: State of Colorado form "Labor and Material Bond" (SC-6.221).
  - B. A copy of the above noted form is attached to the end of this section.

#### 1.5 PROCEDURES

- A. Labor and Material Bond is required for construction values of \$150,000 or more.
- B. This bond must be accompanied by Power of Attorney.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 61 13.16**



### LABOR AND MATERIAL BOND

Institution/Agency: University of Colorado Denver | Anschutz Medical Campus Project No./Name:

#### BONDING COMPANY: DO NOT MAKE ANY CHANGES TO THE LANGUAGE IN THIS BOND.

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of \_\_\_\_\_\_ are held and firmly bound unto the STATE OF COLORADO

acting by and through <u>Board of Regents of the University of Colorado, a body corporate, for and on behalf</u> of the University of Colorado Denver, hereinafter called "Principal Representative," and to all subcontractors and any others who have supplied or furnished or shall supply or furnish materials, rental machinery, tools, or equipment actually used in the performance of the hereinafter identified Contract, or who have performed or shall perform labor in the performance of or in connection with said Contract, hereinafter called "Obligees" in the sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_

together with interest at the rate of eight per cent (8%) per annum on all payments becoming due in accordance with said Contract, from the time such payments shall become due until such payment shall be made, for the payment of which, well and truly made to the Obligees, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

**WHEREAS**, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated \_\_\_\_\_\_, 20\_\_\_\_ for the construction of a PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal and the Surety shall fully indemnify and save harmless the State of Colorado and the Principal Representative from and against any and all costs and damages, including patent infringements, which either may suffer by reason of any failure or failures of the Principal promptly and faithfully to perform all terms and conditions of said Contract and shall fully reimburse and repay the State of Colorado and the Principal Representative all outlay and expense which the State of Colorado and the Principal Representative may incur in making good any such failure or failures, and further, if the Principal and his subcontractors shall duly and promptly pay for any and all labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment and other supplies which have been or shall be used or consumed by said Principal or his subcontractors in the performance of the work of said Contract, and it said Principal shall duly and promptly pay all his subcontractors the sums due them for any and all materials, rental machinery, tools, or equipment and labor that have been or shall be furnished, supplied, performed or used in connection with performance of said Contract, and shall also fully indemnify and save harmless the State of Colorado and the Principal Representative to the extent of any and all expenditures which either or both of them may be required to make by reason of any failures or defaults by the Principal or any subcontractor in connection with such payments; then this obligation shall be null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that any alterations which may be made in the terms of said Contract or in the work to be done under said Contract, or any extension(s) of time for the performance of the Contract, or any forebearance on the part of either the State of Colorado or the Principal to any of the others, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond, this	day of _
, A.D., 20	

(Corporate Seal)	THE PRINCIPAL
ATTEST: Secretary	By:
(Corporate Seal)	SURETY
	By:Attorney-in-fact
THIS BOND MUST BE ACCOMPANIED BY PO	OWER OF ATTORNEY, EFFECTIVELY DATED

Note: This bond is issued simultaneously with another bond conditioned for the full and faithful performance of the contract.

#### SECTION 00 62 16 – CERTIFICATE OF INSURNACE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CERTIFICATE OF INSURANCE
  - A. Sample Certificate of Liability Insurance and language.
  - B. Sample Evidence of Property Insurance (Builder's Risk)
  - C. A copy of the above noted forms are attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 62 16



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) CURRENT DATE

_													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.													
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on												
		ertificate does not confer rights t	o the	e cert	ificate holder in lieu of s	UCh en		).					
12,2,2,3,77	DUCE					NAME:			FAX				
CC	MP,	ANY				PHONE (A/C, N	o, Ext):		FAX (A/C, No):				
AD	DRE	ESS				E-MAIL ADDRE	SS:						
CI	Υ, 5	STATE, ZIP CODE					INS	URER(S) AFFOR	RDING COVERAGE		NAIC #		
						INSURE	RA:						
INSU	RED					INSURE	RB:						
		INSURED NAME				INSURE	RC:						
		INSURED ADDRESS				INSURE	RD:						
		INSURED CITY, STATE, ZIF	oo v	DE		INSURE							
						INSURE							
co	VER	RAGES CER	TIFI	CATE	NUMBER:				REVISION NUMBER:		1		
		IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			HE POL			
IN C	ERT	ATED. NOTWITHSTANDING ANY RE IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	PERT	AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT	ст то	WHICH THIS		
INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
	X	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,0	00,000		
	1	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
	X	POLLUTION LIABILITY							MED EXP (Any one person)	\$			
A	-		Y		POLICY NUMBER		01/01/2019	01/01/2020	PERSONAL & ADV INJURY	\$ 1,000,000			
	GE	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	•	00,000		
								PRODUCTS - COMP/OP AGG	· ·	00.000			
	-								FRODUCTS - COMF/OF AGG	\$ =10	00,000		
<u> </u>	A11	OTHER: TOMOBILE LIABILITY	-						COMBINED SINGLE LIMIT	<u></u>	00,000		
	~	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$ 1,0	00,000		
	V	OWNED SCHEDULED	Y	v			01/01/2010	01/01/2020		0.55			
В	X	AUTOS ONLY AUTOS		Y POLICY NUMBER	Y POLICY NU		POLICY NUMBER		01/01/2019	01/01/2020	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY							(Per accident)	\$			
	-		-	_						\$			
		UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$			
		DED RETENTION \$								\$			
		RKERS COMPENSATION DEMPLOYERS' LIABILITY							X PER OTH- STATUTE ER				
D	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	Y	POLICY NUMBER		01/01/2010	019 01/01/2020	E.L. EACH ACCIDENT	\$ 100	0,000		
	(Mai	ndatory in NH)			I GEIGT NOMBER	01/01/2013	01/01/2010		E.L. DISEASE - EA EMPLOYEE	\$ 100	0,000		
	If ye DES	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500	0,000		
E	PI	ROFESSIONAL LIABILITY		Y	POLICY NUMBER		01/01/2019	01/01/2020	Each Occurrence	2,0	00,000		
									Aggregate	2,0	00,000		
DES	CRIP	TION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORD	101, Additional Remarks Schedu	le, may b	e attached if mor	e space is requir	ed)				
Th	Re	gents of the University of Colorado,	a Bo	dy Cr	proorate are named as Adr	ditional	Insured as re	snects Gener	al Pollution and Automob	ile I iał	aility policies		
	0 1 10	gente et the entretery et eelerdae,	4 50	, u, u		antioritai				ITO EIGR	mity ponoice.		
	The Automobile, Workers Compensation and Professional Liability policies are endorsed to include a Waiver of Subrogation in favor of The Regents of the												
Un	ivers	sity of Colorado, a Body Corporate.											
CERTIFICATE HOLDER					CAN								
	K I II						CELLATION						
		The Regents of the Universit Attn: Project Management	y of (	Colora	ado	THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C, EREOF, NOTICE WILL E Y PROVISIONS.				
			Com		Apil stop E-418	AUTHORIZED REPRESENTATIVE							
	1945 North Wheeling Street, Campus Mail stop F-418				Authorized Representative Signature								
1	Aurora, CO 80045							5					

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## EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

			CUR	RENTIEXT		
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.						
AGENCY PHONE (A/C, No, Ext):	COMPANY					
COMPANY						
ADDRESS	INSURANCE COMPANY					
CITY, STATE, ZIP CODE						
FAX E-MAIL (A/C, No): ADDRESS:	1					
CODE: SUB CODE:						
AGENCY CUSTOMER ID #:						
INSURED	LOAN NUMBER		POLICY NUMBER			
INSURED NAME			POLICY NUMBE	R		
INSURED ADDRESS	EFFECTIVE DATE	EXPIRATION DATE		ED UNTIL		
INSURED CITY, STATE, ZIP CODE	01/01/2019	01/01/2020		TED IF CHECKED		
	THIS REPLACES PRIOR EVIDENCE	E DATED:				
PROPERTY INFORMATION	1					
LOCATION OF PROJECT						
Builders Risk is required for new buildings or alterations to existing buildings						
and for materials and equipment to be installed in existing structures.						
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY C EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN,	THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
COVERAGE INFORMATION PERILS INSURED BASIC	BROAD X SPECIAL					
COVERAGE / PERILS / FORMS		AMOL	JNT OF INSURANCE	DEDUCTIBLE		
Builders Risk - 100% of Completed Value		100%	₀ Project Value	\$50,000 or les		
RE: Specific Project						
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	EFORE THE EXPIRATION	DATE THEREOF	, NOTICE WILL E	BE		
ADDITIONAL INTEREST						
NAME AND ADDRESS	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAY		DSS PAYEE		
The Regents of the University of Colorado	LOAN #		-			
Attn: Project Management						
1945 North Wheeling Street, Campus Mail stop F-418	AUTHORIZED REPRESENTATIVE					
Aurora, CO 80045	AUTHORIZED REPRESEN	TATIVE SIGNAT	URE			
ACORD 27 (2016/03)	© 1993-201	5 ACORD CORE	PORATION. All r	rights reserved		

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#### SECTION 00 62 76 – APPLICATION AND CERTFICIATE FOR CONTRCTORS PAYMENT FORM

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
  - B. Related Requirements:
    1. 01 29 00 Payment Procedures
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 FORMS
  - A. APPLICATION AND CERTIFICATE FOR CONTRACTORS PAYMENT (SBP-7.2)
     1. Download Link: <u>https://drive.google.com/open?id=0ByG39KP3LPlCVHVqenlySGJIMFE</u>
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 62 76

#### SECTION 00 63 46 - CHANGE ORDER BULLETIN

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Change Order Bulletin" (SC-6.311).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 46



### CHANGE ORDER BULLETIN

Change Order Bulletin No:	Date
Contractor:	
Institution or Agency:	
Project No./Name:	
Description of Work:	

This bulletin is issued to define the scope of revision in drawings and/or specifications for a contemplated change order. The work called for by these revisions shall be in accordance with the requirements of the original contract documents.

Please prepare and submit a proposal for the changes described below. For pricing use State Form SC-6.312. A formal change order State Form SC-6.31 will be issued after approval of your proposal by State Buildings Program and the Architect. Your proposal shall include a statement as to the effect this change will have on the time for completion of the project.

This bulletin is **NOT** an authorization to proceed.

DESCRIPTION OF CHANGE:

SPECIFICATION REVISIONS:

STATUS OF EXISTING WORK:

PREPARED BY:

ARCHITECT/ENGINEER OR CONTRACTOR

APPROVED BY:

STATE BUILDINGS PROGRAM (or Authorized Delegate)

#### SECTION 00 63 53 – CHANGE ORDER PROPOSAL

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER PROPOSAL
  - A. State of Colorado form "Change Order Proposal" (SC-6.312).
    1. Download link: <u>https://drive.google.com/file/d/1Uo7i4h3LqpByA8GUYE15K9qne\_8hSwtS/view</u>
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 53

S. OF CO	3VAN	
EN STAT	OFFICE OF THE STATE ARCHITECT	
100	STATE BUILDINGS PROGRAMS	
* 1876	CHANGE ORDER PROPOSAL	(enter information ONLY in YELLOWED cells)
<b>B</b> alance		Change Order Bulletin No:
Change O	rder Proposal No. Date	Description of Work: (enter into text box) Date
1000 000 <b>9</b> ,000 00		
Contractor		
Institution o	or Agency	
Project No./	Nama	
Project No./		s form, read instructions on reverse side.)
PARTI-	WORK PERFORMED BY CONTRACTOR	
Line 1.	Direct Labor Costs	\$
Line 2.	Labor Overhead (Direct Labor Burdens) (	x Line 1) \$ 0.00
Line 3.	Total Contractor's Labor Costs (Lines 1 and 2)	\$ 0.00
Line 4.	Direct Materials Costs	\$
Line 5.	Materials Overhead (Delivery Costs & Taxes) (	x Line 4) \$ 0.00
Line 6.	Total Materials Costs (Lines 4 and 5)	\$\$
Line 7.	Total Equipment Costs	\$\$
Line 8.	PART I - TOTAL CONTRACTOR'S L, M & E COSTS (Lin	es 3, 6 and 7) Part I \$ 0
PART II -	WORK PERFORMED BY SUBCONTRACTOR	
Line 9.	Direct Labor Costs	S
Line 10. Line 11.	Labor Overhead (Direct Labor Burdens) (	_ x Line 9)\$0.00 \$ 0.00
Line 11. Line 12.	Total Subcontractor's Labor Costs (Lines 9 and 10) Direct Materials Costs	\$\$
Line 12.	Materials Overhead (Delivery Costs & Taxes)	x Line 12) \$ 0.00
Line 14.	Total Subcontractor's Materials Costs (Lines 12 and 13)	s 0.00
Line 15.	Total Subcontractor's Equipment Costs	s s
Line 16.	Total Subcontractor's L, M & E Costs (Line 11, 14 and 15)	\$ 0.00
Line 17.		x Line 16) \$ 0.00
Line 18.	Subcontractor's Profit (on line 16) Addition or Deduc	st \$
Line 19.	PART II - TOTAL SUBCONTRACTOR'S COSTS (Lines 1	6, 17 and 18) Part II \$ 0
PART III -		
Line 20.		x Part I Total) \$ 0.00
Line 21.		x Part I Total) \$ 0.00
Line 22.	PART III - TOTAL CONTRACTOR OVERHEAD & PROFI	T (Lines 20 and 21) Part III \$ 0
PART IV -		
Line 23.		x Part II Total) \$ 0.00
Line 24. Line 25.	Contractor's Profit (on Line 19) Addition or Deduc PART IV - TOTAL CONTRACTOR MARKUP ON SUBCO	
and many second second	SUBTOTAL C.O. PROPOSAL (Parts I and II and III and	
	CONTRACTOR'S BOND COST	x Part V Total) Part VI \$ 0
	- GRAND TOTAL CHANGE ORDER PROPOSAL (Sum of	
PARTVIII	- CONTRACT TIME (CALENDAR DAYS CHANGED)	
		CALENDAR DAYS INDICATED (ABOVE) FROM THE TOTAL NUMBER OF R'S AGREEMENT TO COMPLETE THE ENTIRE PROJECT.
	DATS LISTED IN THE CONTRACTOR	SAGREEMENT TO COMPLETE THE ENTIRE PROJECT.
CONTRAC	TOR'S CERTIFICATE:	ARCHITECT/ENGINEER'S CERTIFICATE:
This is to c	ertify that, to the best of my knowledge and belief, the	This is to certify that I have analyzed the proposal and find, to the best of my
	lata submitted in response to the listed C.O. Bulletin,	knowledge and belief, that the proposal represents current, fair, factual and
are accurat	e, complete and current as of	competitive cost/price data.
Firm:		Firm:
FILL.		
Name & titl	e:	Name & title:
Signature:		Signature:
*Date:		Date:
	osal shall remain in full force and effect for a period of ca	endar days from date of signature.
in propri	and the second se	nen generen ∎ Gutterinisen zuen zu∎enze 21 ZM

STATE BUILDINGS PROGRAMS (or Authorized Delegate)

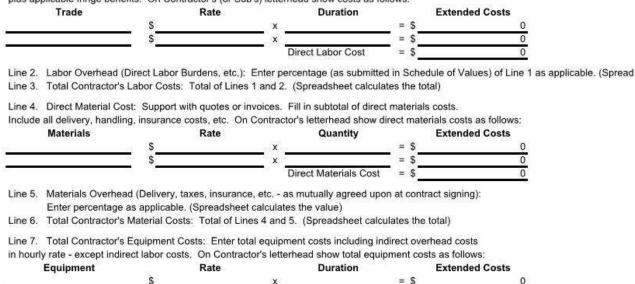
Date:

#### INSTRUCTIONS FOR COMPLETING "CHANGE ORDER PROPOSAL" COST/PRICE DATA SUMMARY (STATE FORM SC-6.312) (enter information only in YELLOWED cells)

Enter Change Order Proposal Number, Date Created, Contractor's Name, Agency/Institution, State Project Number and Name. REFERENCE: Enter Change Order Bulletin Number, Date Issued, and Description of Changes from Bulletin, noting exceptions which are listed in the Bulletin but are excluded, i.e., not priced on this form.

#### PART I - WORK PERFORMED BY CONTRACTOR:

Line 1. Direct Labor Costs: Fill in subtotal of direct labor costs which includes base rates plus applicable fringe benefits. On Contractor's (or Sub's) letterhead show costs as follows:



Line 8. TOTAL CONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 3, 6 and 7 of Part I. (Spreadsheet form calculates totals)

#### PART II - WORK PERFORMED BY SUBCONTRACTOR:

Line 9. Direct Labor Costs: See Line 1 instructions.

Line 10. Labor Overhead (Direct Labor Burdens, etc.): Enter percentage (as submitted in Schedule of Values) of Line 9 as applicable. (Spreadsheet calculates the value)

= \$ Total Equipment Cost = \$

0

- Line 11. Total Contractor's Labor Costs: Total of Lines 9 and 10. (Spreadsheet calculates the total)
- Line 12. Direct Material Cost: See Line 4 instructions.
- Line 13. Materials Overhead (Delivery, taxes, insurance, etc.) Enter percentage as applicable. (Spreadsheet calculates the value)
- Line 14. Total Subcontractor's Material Costs: Total of Lines 12 and 13. (Spreadsheet calculates the total)
- Line 15. Total Subcontractor's Equipment Costs: See Line 7 instructions.
- Line 16. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 11, 14 and 15 of Part II.
- Line 17. Subcontractor's Overhead (Indirect costs). Edit percentage of Line 16 if applicable See Article 35 of General Conditions.
- Line 18. Subcontractor's Profit: Enter a "1" in appropriate cell. For an addition, Edit E37, a deduct, Edit I37, See Article 35 General Conditions
- Line 19. TOTAL SUBCONTRACTOR'S Labor, Materials & Equipment (L, M & E) Costs: Add Lines 16, 17 and 18 of Part II.

#### PARTS III THROUGH VIII - CERTIFICATIONS - Self Explanatory.

- Part 3. Edit percentages for Line 20 or 21 if applicable. See Article 35 of General Conditions.
- Part 4. Line 23, Edit percentages applicable to Line 18. See Article 35 of General Conditions.
- Part 4. Line 24, Enter a "1" in appropriate cell. For an addition, edit E45, a deduct edit I45. See Article 35 of General Conditions.
- Part 5. SUBTOTAL OF CHANGE ORDER PROPOSAL (sum of lines 8, 19, 22, and 25 applicable)
- Part 6. Contractor's Bond Cost: Enter percentage value of Part 5 as applicable. (spreadsheet calculates the value)
- Part 7. GRAND TOTAL OF THE CHANGE ORDER PROPOSAL. (spreadsheet calculates the sum of parts 5 and 6)
- Part 8. Contract time change. Place an "X" in appropriate cell and edit the cell to indicate the number of days changed.

A. The Contractor, who prepares this proposal form, certifies the cost/price data by signing, dating, and forwarding same to the Architect/Engineer (or Consultant) for further action.

B. The Architect/Engineer (or Consultant) reviews and analyzes the cost/price data for the requirements that these are: 1) currently prevalent, 2) reasonably fair, 3) factually applicable, and 4) equivalently competitive market selling prices. The Architect/Engineer (or Consultant) may negotiate - after receipt of the cost proposal - any or all of the cost elements of the proposal to support a recommendation of acceptance to the Principal Representative. Certification by the A/E (or Consultant) of the above requirements is made upon his signature. The Architect/Engineer (or Consultant) forwards the proposal with the supporting back-up to the Agency.

C. Authority for the Institution or Agency (usually the Principal Representative) reviews the proposal, signs, dates, and forwards to Office of the State Architect for final action.

D. State Buildings Division reviews the cost proposal, with all supporting back-up, for technical and procedural requirements and,

if in order, signs and dates the proposal.

SC-6.312 (Rev 7/2018)

#### SECTION 00 63 58 - CHANGE ORDER LOG (CM/GC)

#### PART 1 - GENERAL

- 1.1 RELATED ITEMS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER LOG
  - A. State of Colorado form "Change Order Log"
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

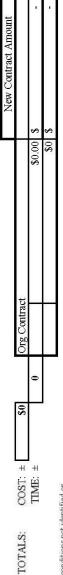
#### END OF SECTION 00 63 58

STATE BUILDINGS AND REAL ESTATE PROGRAMS CHANGE ORDER MANAGEMENT CHANGE ORDER LOG

Project Title:

Project #:

RESOLUTION /	COMMENI								
REASON FOR	CHANGE								
STATUS							3		
	IIME								
VALUE CONT IMPACT	COSI								
CONT	CODE								
VALUE	ADDED								
DESCRIPTION									
ATOR	с Ч								
INIT	0								$\square$
CO COP COB INITIATION INITIATOR	DAIE								
COB									
сор				()				in-1	
8									



# Contingency Codes:

DSC - DIFFERING SITE CONDITIONS. Either encountered on site or in the building structure due to existing conditions not identified or detected during initial investigations.

**BA** - BID ALTERNATES: Implementation of either additive or deductive bid alternates due to favorable/unfavorable base bid results. The functionality of the project is not compromised by implementation of deductive alternates

AV - ADDED VALUE: Change work represents essential work necessary to achieve original scope of work but was not identified in the original bid documents due to omission.

UPG - UPGRADES. Change work due to voluntary upgrading by agency/institution of materials and/or equipment/systems within original scope of work. Justification is to be based on durability, energy efficiency, aesthetics, etc. UI - UNKNOWN ITEMS: Unforeseen costs associated with impact of project on existing functions of the agency/institution causing disruptions, shut downs, relocations, etc.

Status Codes

OPN - Open item been submitted by Contractor for review by A/E and owner **APP** - Approved for processing Closed item (CO has been processed or item voided

SUB - COP has

- oto

#### SECTION 00 63 64.05 – CONTRACT AMENDMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Contract Amendment" (SC-6.0A).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 63 64.05



## CONTRACT AMENDMENT

Amendment No:	Contract ID No.
Contractor:	
Institution or Agency:	
Project No./Name:	

PARTIES. THIS AMENDMENT is entered into by and between the STATE OF COLORADO, acting by and through the \_\_\_\_\_\_, Principal Representative, hereinafter referred to as the State, and \_\_\_\_\_\_ having its offices at \_\_\_\_\_\_ hereinafter referred to as the Contractor.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Amendment shall not be effective or enforceable until it is approved and signed by the State Controller or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

#### FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

[Statement of facts/reasons for the Amendment]

NOW THEREFORE, it is hereby agreed that

- 1. Consideration for this Amendment consists of the payments, which shall be made pursuant to this Amendment and the promises, and agreements herein set forth.
- 2. It is expressly agreed by the parties that this Amendment is supplemental to the original Contract, as amended (\_\_\_\_\_\_), collectively\* referred to as the original Contract, which is incorporated by reference herein, that all provisions thereof, unless specifically modified herein, apply to this Amendment as though they were expressly re-written, incorporated, and included herein. (\*Note: only use this language if creating Amendment #2 or higher)
- 3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
  - a.
  - b.
  - C.

	SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts	
Original Contract				
Amendment #1				
Current Total Amount of Contract (To Date):				

- 4. Except with respect to the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
- 5. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.
- 6. THIS AMENDMENT SHALL NOT BE DEEMED VALID UNTIL IT SHALL HAVE BEEN APPROVED BY THE CONTROLLER OF THE STATE OF COLORADO OR SUCH ASSISTANT AS SHE OR HE MAY DESIGNATE.

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Persons signing for Contractor/Consultant hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect. **Principal is not a recognized title and will not be accepted.** 

Project Name/Number:	
THE CONTRACTOR/CONSULTANT:	<b>STATE OF COLORADO</b> , acting by and through: (Insert Name of Agency or IHE)
	By:
Legal Name of Contracting Entity	(Insert Name & Title of Principal Representative for Agency or IHE)
	Date:
*Signature By Name (print) Title	APPROVED DEPARTMENT OF PERSONNEL & ADMINISTRATION STATE BUILDINGS PROGRAM
Name (print) Title	State Architect (or authorized Delegate)
Date:	Ву:
	By: (Insert Name of Authorized Individual)
	Date:
	<b>APPROVED</b> DEPARTMENT OF LAW ATTORNEY GENERAL (or authorized Delegate)
	By:(Insert Name of Authorized Individual)
	Date:
	APPROVED BY THE STATE CONTROLLER:
	e all State Contracts. This Contract is not valid until signed and dated below

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contactor for such performance or for any goods and/or services provided hereunder.

#### **APPROVED:**

STATE OF COLORADO STATE CONTROLLER'S OFFICE State Controller (or authorized Delegate)

By:

(Insert Name & Title of Authorized Individual)

Date:

#### SECTION 00 65 15 - NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF PARTIAL SUBSTANTIAL COMPLETION
  - A. State of Colorado form "Notice of Partial Substantial Completion" (SPB-071).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 15



## NOTICE OF PARTIAL SUBSTANTIAL COMPLETION

Date of Partial Substantial Completion:

Date to be inserted by the Principal Representative

Institution/Agency:	
Project No./Name:	

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Partial Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Partial Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed on the reverse by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

Architect/Engineer Dat		Contractor	Date
State Buildings Program (or Authorized Delegate)	Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of \_\_\_\_\_ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of \_\_\_\_\_ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

#### SECTION 00 65 16 - NOTICE OF SUBSTANTIAL COMPLETION

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CHANGE ORDER BULLETIN
  - A. State of Colorado form "Notice of Substantial Completion" (SPB-07).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 16



## NOTICE OF SUBSTANTIAL COMPLETION

Date of Substantial Completion:	
	Date to be inserted by the Principal Representative
Institution/Agency:	
Project No./Name:	

TO:

Principal Representative

and

Contractor

This is to advise you that the Work has been reviewed, inspected and determined, to the best knowledge, information and belief of the Architect/Engineer, to be substantially complete as of the date noted above in accordance with the criteria outlined in Article 41 of The General Conditions of the Contract in SC-6.23 and SC-8.1 or Article 17.3 in SC-6.4 and the Specifications, including without limitation a) suitable for occupancy, b) inspected for code compliance with Building Inspection Records signed by code officials for the State, c) determined to be fully and comfortably usable, and d) fully cleaned and appropriate for presentation to the public.

A punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work is attached hereto, along with the Contractor's schedule for the completion of each and every item identified on the punch list specifying the Subcontractor or trade responsible for the work, and the dates the completion or correction will be commenced and finished within any period indicated in the Agreement for punch list completion prior to Final Acceptance.

Except as stated on the reverse side of this Notice of Substantial Completion, all manufacturers' warranties, other special warranties and the Contractor's one-year obligation to perform remedial work, shall commence on the Date of Substantial Completion noted above.

This Notice of Substantial Completion shall be effective and establish the Date of Substantial Completion only when fully executed by the Contractor and the Principal Representative. The Principal Representative accepts the Work as substantially complete as of the Date of Substantial Completion herein noted. The Contractor agrees to complete or correct the Work identified on the attached punch list and to do so in accordance with attached punch list completion schedule

Architect/Engineer	Date	Contractor	Date
State Buildings Program (or Authorized Delegate)	Date	Principal Representative (Institution or Agency)	Date

The responsibilities of the Principal Representative and the Contractor for security, maintenance, heat, utilities, and insurance shall be as specified in the Contract Documents or as otherwise hereafter noted:

Exceptions, if any, to the commencement of warranties shall be:

The attached final punch list consists of \_\_\_\_\_ pages, and the attached Contractor's schedule showing the dates of commencement and completion of each punch list item consists of \_\_\_\_\_ pages.

When completely executed, this form shall be sent to the Contractor and the Principal Representative with a copy to State Buildings Program.

#### SECTION 00 65 19.03 - NOTICE OF APPROVAL OF OCCUPANCY/USE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF APPROVAL OF OCCUPANCY/USE
  - A. State of Colorado form "Notice of Approval of Occupancy/Use" (SBP-01).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not (Not Applicable)Applicable)
- PART 3 EXECUTION (Not Applicable)

#### **END OF SECTION 00 65 19.03**



## NOTICE OF APPROVAL OF OCCUPANCY/USE

Date of Occupancy:	
	Date to be inserted by the Architect/Engineer after consulation with Principal Representative
Institution/Agency:	
Project No./Name:	

Portion(s) of project for which occupancy is approved:

The items identified below if applicable must be completed with before Occupancy is approved.

Date Completed	A/E Signoff	
		1. The Notice of Substantial Completion has been issued and the Building Inspection Record is completely signed-off and attached.
		2a. Notification has been made to the local Fire Department concerning which portion(s) of the building will be occupied and the date(s).
		2b. Fire alarms, smoke detection systems and building fire sprinkler systems have been fully checked and are operable.
		2c. The building's fire connections must be installed and operable, if applicable.
		3. Coordination for final utility and service connections and meters (water, gas, sewer, electricity and telecommunication) has been made and systems are in full operating order.
		4. Sterilization of plumbing systems has been performed.
		5. Operational test of systems and equipment has been performed as required.
		6. Systems adjustments such as balancing, equipment operations, etc., have been performed. Reports have been submitted to the Architect/Engineer for approval.
		<ol> <li>Principal Representative furnished equipment and furnishings are coordinated and placed.</li> </ol>
		8. All elements left unfinished must be in such condition that there would be no hazard to the health or safety of the occupants.
		9. All restroom facilities must be fully functional and operable.
		10. All light fixtures must be installed and operable.

11. All exit lights and emergency lighting systems have been checked and are operable.
12. All windows have been glazed and hardware is available for ventilation purposes.
13. All routes of egress must be clear of construction materials and debris at all times.
14. There must be a means of pedestrian access to each building. Contractor must have sidewalks installed before occupancy and pedestrian barricades and other means of public protection as required.

Occupancy does not constitute acceptance of the project as being complete. It simply provides the Principal Representative the opportunity to occupy/use the project or the applicable portion thereof prior to final completion and acceptance. Occupants can expect to be impacted by the Contractor's efforts to complete the project. The Contractor would not repair any damage caused by the occupants.

Architect/Engineer	Date	Principal Representative (Institution or Agency)	Date
State Buildings Program (or Authorized Delegate)	Date	Contractor	Date

#### SECTION 00 65 19.23 – PRE-ACCEPTANCE CHECKLIST

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PRE-ACCEPTANCE CHECKLIST
  - A. State of Colorado form "Pre-Acceptance Checklist" (SBP-05).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.23



## **PRE-ACCEPTANCE CHECKLIST\***

Institution or Agency:	 Final Punch List Date	
Architect/Engineer:		
Contractor:		
Project No./Name:		
-		

After Contractor is satisfied that work is complete as per Notice of Substantial Completion Punch List, a date for final review is established. Architect/Engineer inspection is made with Contractor(s) and Principal Representative and State Buildings Programs (SBP) present. Forms are processed as required.

		DATE COMPLETED	A/E SIGNOFF	REMARKS
1.	The Notice of Approval of Occupancy/Use has been fully executed.			
2.	Schedule for corrections, deficiencies, and items to be supplied are established by Contractor.			
3.	Final Change Orders are processed (work must be completed prior to Notice of Acceptance).			
4.	Punch list work is completed and accepted			
5.	Permanent keying, keys and keying instructions have been performed.			
6.	Extra materials as per specifications are delivered to Principal Representative.			
7.	As-built drawings have been submitted to Architect/Engineer.			
8.	Guarantee/Warranty documentation requirements are met.			
9.	Five Most Costly Goods form is completed by Contractor and received			
10.	Removal of Contractor's temporary work including cleanup and debris removal.			
11.	State personnel are instructed in system and equipment operations as required by contract.			
12.	All Instructions, manuals, guides, and charts have been transmitted to Principal Representative.			

Architect/Engineer

Date

Contractor

Date

State Buildings Programs	Date	Principal Representative	Date
(or Authorized Delegate)		(Institution or Agency)	

#### SECTION 00 65 19.25 – NOTICE OF PARTIAL FINAL ACCEPTANCE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY
- 1.3 DEFINITIONS
- 1.4 NOTICE OF PARTIAL FINAL ACCEPTANCE
  - A. State of Colorado form "Notice of Partial Final Acceptance" (SC-6.271).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.25



## NOTICE OF PARTIAL FINAL ACCEPTANCE

Date to be inserted by A/E after consultation with the Principal Representative

Institution/Agency: Project No./Name:

Portion(s) of Project for which final acceptance is approved:

TO:

Notice is hereby given that the State of Colorado, acting by and through the \_\_\_\_\_\_, accepts as complete\* the above numbered project.

State Buildings Program (or Authorized Delegate)

Date

Principal Representative (Institution or Agency) Date

\*When completely executed, this form is to be sent by certified mail to the Contractor by the Principal Representative.

#### SECTION 00 65 19.26 - NOTICE OF FINAL ACCEPTANCE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 NOTICE OF FINAL ACCEPTANCE
  - A. State of Colorado form "Notice of Final Acceptance" (SBP-6.27).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.26



## NOTICE OF FINAL ACCEPTANCE

Date of Notice of Acceptance:	
	Date to be inserted by A/E after consultation with the Principal Representative
Institution/Agency:	
Project No./Name:	

TO:

State Buildings Program (or Authorized Delegate) Date

Principal Representative (Institution or Agency) Date

\*When completely executed, this form is to be sent by <u>certified mail</u> to the Contractor by the Principal Representative or delivered by any other means to which the parties agree.

#### SECTION 00 65 19.30 - NOTICE OF CONTRACTOR'S SETTLEMENT

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
- 1.2 SUMMARY
- 1.3 DEFINITIONS
- 1.4 NOTICE OF CONTRACTOR'S SETTLEMENT
  - A. State of Colorado form "Notice of Contractor's Settlement" (SBP-7.3).
  - B. A copy of the above noted form is attached to the end of this section.
- 1.5 PROCEDURE
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 65 19.30



1.

## STATE OF COLORADO OFFICE OF THE STATE ARCHITECT STATE BUILDINGS PROGRAM

## NOTICE OF CONTRACTOR'S SETTLEMENT

Institution/Agency:	
Notice Number:	
Project No./Title:	

Notice is hereby given that on <u>date</u> at <u>address</u> Colorado, final settlement will be made by the STATE OF COLORADO with <u>vendor name</u>, hereinafter called the "CONTRACTOR", for and on account of the contract for the construction of a PROJECT as referenced above.

Any person, co-partnership, association or corporation who has an unpaid claim against the said project, for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools. or equipment and other supplies used or consumed by such Contractor or any of his subcontractors In or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid on account of such claim

- 2. All such claims shall be filed with the Authority for College, Institution, Department or Agency.
- 3. Failure on the part of a creditor to file such statement prior to such final settlement will relieve the State of Colorado from any and all liability for such claim

#### Authorized Facility Manager or Authorized Individual

Name:	
Approval Date:	
Agency:	
Phone:	
Fax:	
Email:	

#### MEDIA OF PUBLICATION:

#### PUBLICATION DATES:

First: Second:

(At least ten (10) days prior to above settlement date)

#### NOTES TO EDITOR:

Transmit two (2) copies of the Affidavit of Publication, and invoice, to:

#### SECTION 00 72 53 - CONTRACT GENERAL CONDITIONS (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 CONTRACT GENERAL CONDITIONS FOR D/B/B AGREEMENT
  - A. State of Colorado form "The General Conditions of the Contractor's Design/Bid/Build (D/B/B) Agreement" (SC-6.23) dated 7/2021.
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not Applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 72 53



THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD (D/B/B) AGREEMENT (STATE FORM SC-6.23)

THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT (STATE FORM SC-6.23)

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#### THE GENERAL CONDITIONS OF THE CONTRACTOR'S DESIGN/BID/BUILD AGREEMENT (STATE FORM SC-6.23)

#### ARTICLE 1. DEFINITIONS

CONTRACT DOCUMENTS

The Contract Documents consist of the following some of which are procedural documents used in the administration and performance of the Agreement:

- 1. Contractor's Design/Bid/Build Agreement; (SC-6.21);
- 2. Performance Bond (SC-6.22) and Labor and Material Payment Bond (SC-6.221);
- 3. General Conditions of the Contractor's Design/Bid/Build Agreement (SC- 6.23) and if applicable, Supplementary General Conditions;
- 4. Detailed Specification Requirements, including all addenda issued prior to the opening of the bids; and,
- 5. Drawings, including all addenda issued prior to the opening of the bids.
- 6. Change Orders (SC-6.31) and Amendments (SC-6.0), if any, when properly executed.
- 7. Authorization to Bid (SBP-6.10)
- 8. Information for Bidders (SBP-6.12);
- 9. Bid (SBP-6.13);
- 10. Bid Bond (SBP-6.14);
- 11. Notice of Award (SBP-6.15);
- 12. Builder's risk insurance certificates of insurance (ACORD 25-S);
- 13. Liability and Workers' compensation certificates of insurance;
- 14. Notice to Proceed (Design/Bid/Build) (SBP-6.26);
- 15. Notice of Approval of Occupancy/Use (SBP-01);
- 16. Notice of Partial Substantial Completion (SBP-071);
- 17. Notice of Substantial Completion (SBP-07);
- 18. Notice of Partial Final Acceptance (SC-6.27);
- 19. Notice of Final Acceptance (SBP-6.271);
- 20. Notice of Partial Contractor's Settlement (SC-7.3);
- 21. Notice of Contractor's Settlement (SBP-7.31);
- 22. Application and Certificate for Contractor's Payment (SBP-7.2);
- 23. Other procedural and reporting documents or forms referred to in the General Conditions, the Supplementary General Conditions, the Specifications or required by the State Buildings Program or the Principal Representative, including but not necessarily limited to Pre-Acceptance Check List (SBP-05) and the Building Inspection Record (SBP-BIR). A list of the current standard State Buildings Program forms applicable to this Contract may be obtained from the Principal Representative on request.

#### DEFINITIONS OF WORDS AND TERMS USED

- 1. AGREEMENT. The term "Agreement" shall mean the written agreement entered into by the State of Colorado acting by and through the Principal Representative and the Contractor for the performance of the Work and payment therefore, on State Form SC-6.21. The term Agreement when used without reference to State Form SC-6.21 may also refer to the entirety of the parties' agreement to perform the Work described in the Contract Documents or reasonably inferable there from. The term "Contract" shall be interchangeable with this latter meaning of the term Agreement
- 2. AMENDMENT: The term "Amendment" means a written order signed by the Principal Representative or its authorized agent, issued after the execution of this Agreement, authorizing a change in the Work, the method or manner of performance, an adjustment in the Contract Sum, or the Contract Time as required by State Building Program's policy Contract Modification Guidelines.

- 3. ARCHITECT/ENGINEER. The term "Architect/Engineer" shall mean either the architect of record or the engineer of record under contract to the State of Colorado for the Project identified in the Contract Documents.
- 4. CHANGE ORDER. The term "Change Order" means a written order directing the Contractor to make changes in the Work, in accordance with Article 35A, The Value of Changed Work.
- 5. COLORADO LABOR. The term "Colorado labor", as provided in C.R.S. § 8-17-101(2)(a), as amended, means any person who is a resident of the state of Colorado, at the time of the public Works project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.
- 6. CONTRACTOR. The word "Contractor" shall mean the person, company, firm, corporation or other legal entity entering into a contract with the State of Colorado acting by and through the Principal Representative
- 7. DAYS. The term "days" whether singular or plural shall mean calendar days unless expressly stated otherwise. Where the term "business days" is used it shall mean business days of the State of Colorado.
- 8. DRAWINGS. The term "Drawings" shall mean all drawings approved by appropriate State officials which have been prepared by the Architect/Engineer showing the Work to be done, except that where a list of drawings is specifically enumerated in the Supplementary General Conditions or division 1 of the Specifications, the term shall mean the drawings so enumerated, including all addenda drawings.
- 9. EMERGENCY FIELD CHANGE ORDER. The term "Emergency Field Change Order" shall mean a written change order for extra Work or a change in the Work necessitated by an emergency as defined in Article 35D executed on State form SC 6.31 and identified as an Emergency Field Change Order. The use of such orders is limited to emergencies and to the amounts shown in Article 35D.
- 10. FINAL ACCEPTANCE. The terms "final acceptance" or "finally complete" mean the stage in the progress of the Work, after substantial completion, when all remaining items of Work have been completed, all requirements of the Contract Documents are satisfied and the Notice of Acceptance can be issued. Discrete physical portions of the Project may be separately and partially deemed finally complete at the discretion of the Principal Representative when that portion of the Project reaches such stage of completion and a partial Notice of Acceptance can be issued.
- 11. FIXED LIMIT OF CONSTRUCTION COST. The term "Fixed Limit of Construction Cost" shall set forth a dollar amount available for the total Construction Cost of all elements of the Work as specified by the Principal Representative.
- 12. NOTICE. The term "Notice" shall mean any communication in writing from either contracting party to the other by such means of delivery that receipt cannot properly be denied. Notice shall be provided to the person identified to receive it in Article 8 of the Agreement. Notice Identification, or to such other person as either party identifies in writing to receive Notice Notwithstanding an email delivery or return receipt, email Notice shall not be adequate. Acknowledgment of receipt of a voice message shall not be deemed to waive the requirement that Notice, where required, shall be in writing.
- 13. OCCUPANCY. The term "Occupancy" means occupancy taken by the State as Owner after the Date of Substantial Completion at a time when a building or other discrete physical portion of the Project is used for the purpose intended. The Date of Occupancy shall be the date of such first use, but shall not be prior to the date of execution of the Notice of Approval of Occupancy/Use. Prior to the date of execution of a Notice of Approval of Occupancy/Use, the state shall have no right to occupy and the project may not be considered safe for occupancy for the intended use.

- 14. OWNER. The term "Owner" shall mean the Principal Representative.
- 15. PRINCIPAL REPRESENTATIVE. The term "Principal Representative" shall be defined, as provided in C.R.S. § 24-30-1301(14), as the governing board of a state department, institution, or agency; or if there is no governing board, then the executive head of a state department, institution, or agency, as designated by the governor or the general assembly and as specifically identified in the Contract Documents, or shall have such other meaning as the term may otherwise be given in C.R.S. § 24-30-1301(14), as amended. The Principal Representative may delegate authority. The Contractor shall have the right to inquire regarding the delegated authority of any of the Principal Representative's representatives on the project and shall be provided with a response in writing when requested.
- 16. PRODUCT DATA. The term "Product Data" shall mean all submittals in the form of printed manufacturer's literature, manufacturer's specifications, and catalog cuts.
- 17. PROJECT. The "Project" is the total construction of which the Work performed under the Contract Documents is a part, and may include construction by the Principal Representative or by separate contractors.
- 18. REASONABLY INFERABLE. The phrase "reasonably inferable" means that if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which the Contractor could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Drawings and Specifications If there is a difference of opinion, the Principal Representative shall make the determination as to the standards of what reasonably inferable.
- 19. SAMPLES. The term "Samples" shall mean examples of materials or Work provided to establish the standard by which the Work will be judged.
- 20. SBP. The term "SBP" means "State Buildings", which is used in connection with labeling applicable State form documents (e.g., "SBP-01" is the form number for Notice of Approval of Occupancy/Use).
- 21. SC. The term "SC" means "State Contract" which is used in connection with labeling applicable State form documents (e.g. "SC 6.23" is the State form number for these General Conditions of the Contractor's Design/Bid/Build Agreement).
- 22. SCHEDULE OF VALUES. The term "Schedule of Values" is defined as the itemized listing of description of the Work by Division and Section of the Specifications. The format shall be the same as Form SC-7.2. Included shall be the material costs, and the labor and other costs plus the sum of both.
- 23. SHOP DRAWINGS. The term "Shop Drawings" shall mean any and all detailed drawings prepared and submitted by Contractor, Subcontractor at any tier, vendors or manufacturers providing the products and equipment specified on the Drawings or called for in the Specifications.
- 24. SPECIFICATIONS. The term "Specifications" shall mean the requirements of the CSI divisions of the project manual prepared by the Architect/Engineer describing the Work to be accomplished.
- 25. STATE BUILDINGS PROGRAM. Shall refer to the Office of the State Architect within the Department of Personnel & Administration of Colorado State government responsible for project administration, review, approval and coordination of plans, construction procurement policy, contractual procedures, and code compliance and inspection of all buildings, public Works and improvements erected for state purposes; except public roads and highways and projects under the supervision of the division of wildlife and the division of parks and outdoor recreation as provided in C.R.S. § 24-30-1301, *et seq.* The term State Buildings Program shall also mean that individual within a State Department agency or institution, including institutions of higher education, who has signed an agreement accepting delegation to perform all or part of the responsibilities and functions of State Buildings Program.
- 26. SUBCONTRACTOR. The term "Subcontractor" shall mean a person, firm or corporation supplying labor, materials, equipment and/or Services for Work at the site of the Project for, and under separate contract or agreement with the Contractor.
- 27. SUBMITTALS. The term "submittals" means drawings, lists, tables, documents and samples prepared by the Contractor to facilitate the progress of the Work as required by these General

Conditions or the Drawings and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are re*quired* by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract Documents.

- 28. SUBSTANTIAL COMPLETION. The terms "substantial completion" or "substantially complete" mean the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents as modified by any Change Orders, so that the Work, or at the discretion of the Principal Representative, any designated portion thereof, is available for its intended use by the Principal Representative and a Notice of Substantial Completion can be issued. Portions of the Project may, at the discretion of the Principal Representative, be designated as substantially complete.
- 29. SUPPLIER. The term "Supplier" shall mean any manufacturer, fabricator, distributor, material man or vendor.
- 30. SURETY. The term "Surety" shall mean the company providing the labor and material payment and performance bonds for the Contractor as obligor.
- 31. VALUE ENGINEERING. "Value Engineering" or "VE" is defined as an analysis and comparison of cost versus value of building materials, equipment, and systems. VE considers the initial cost of construction, coupled with the estimated cost of maintenance, energy use, life expectancy and replacement cost. VE related to this Project shall include the analysis and comparison of building elements in an effort to reduce overall Project costs, while maintaining or enhancing the quality of the design intent, whenever possible.
- 32. WORK. The term "Work" shall mean all or part of the labor, materials, equipment, and other services required by the Contract Documents or otherwise required to be provided by the Contractor to meet the Contractor's obligations under the Contract.

#### ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION

#### A. EXECUTION

The Contractor, within ten (10) days from the date of Notice of Award, will be required to:

- 1. Execute the Agreement, State Form SC-6.21;
- 2. Furnish fully executed Performance and Labor and Material Payment Bonds on State Forms SC-6.22 and SC-6.221; and
- 3. Furnish certificates of insurance evidencing all required insurance on standard Acord forms designed for such purpose.
- 4. Furnish certified copies of any insurance policies requested by the Principal Representative.
- 5. If Article 7.1 of the Contractor's Design/Bid/Build Agreement (SC-6.21) applies, furnish documentation that identifies the subcontractors that will be used for all mechanical, sheet metal, fire suppression, sprinkler fitting, electrical, and plumbing work required on the project and certify that that all firms identified participate in apprenticeship programs registered with the United States Department of Labor's Employment and Training Administration or state apprenticeship councils recognized by the United States Department of Labor and have a proven record of graduating a minimum of fifteen percent of its apprentices for at least three of the past five years;

By execution of the Agreement the Contractor represents that the Contractor has visited the site, has become familiar with local conditions and local requirements under which the Work is to be performed, including the building code programs of the State Buildings Program as implemented by the Principal Representative, and has correlated personal observations with the requirements of the Contract Documents.

#### C. INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment

and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

In any event, if any error exists, or appears to exist, in the requirements of the Drawings or Specifications, or if any disagreement exists as to such requirements, the Contractor shall have the same explained or adjusted by the Architect/Engineer before proceeding with the Work in question. In the event of the Contractor's failure to give prior written Notice of any such errors or disagreements of which the Contractor or the Subcontractors at any tier are aware, the Contractor shall, at no additional cost to the Principal Representative, make good any damage to, or defect in, Work which is caused by such omission.

Where a conflict occurs between or within standards, Specifications or Drawings, which is not resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply so long as such more stringent or higher quality requirements are reasonably inferable. The Architect/Engineer shall decide which requirements will provide the best installation.

With the exception noted in the following paragraph, the precedence of the Contract Documents is in the following sequence:

- 1. The Agreement (SC-6.21);
- 2. The Supplementary General Conditions, if any;
- 3. The General Conditions (SC-6.23); and
- 4. Drawings and Specifications, all as modified by any addenda.

Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Notwithstanding the foregoing order of precedence, the Special Provisions of Article 52 of the General Conditions, Special Provisions, shall take precedence, rule and control over all other provisions of the Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the form required by name or context and the form required by number, the form required by name or context shall control. The Contractor may obtain State forms from the Principal Representative upon request.

#### D. PARTNERING, COMMUNICATIONS AND COOPERATION

In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of construction contracts, the Contractor and the Principal Representative aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Contract may be better achieved and issues resolved in a more fully informed atmosphere.

The Contractor and the Principal Representative each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of the Notice to Proceed, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.

The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Contract unless and except by written Amendment to the Contract, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Contract. It is also recognized that projects with relatively low

contract values may not justify the expense or special efforts required. In the case of small projects with an initial Contract value under \$500,000, the requirements of the preceding paragraph shall not apply.

#### ARTICLE 3. COPIES FURNISHED

The Contractor will be furnished, free of charge, the number of copies of Drawings and Specifications as specified in the Contract Documents, or if no number is specified, all copies reasonably necessary for the execution of the Work.

#### ARTICLE 4. OWNERSHIP OF DRAWINGS

Drawings or Specifications, or copies of either, furnished by the Architect/Engineer, are not to be used on any other Work. At the completion of the Work, at the written request of the Architect/Engineer, the Contractor shall endeavor to return all Drawings and Specifications.

The Contractor may retain the Contractor's Contract Document set, copies of Drawings and Specifications used to contract with others for any portion of the Work and a marked up set of as-built drawings.

#### ARTICLE 5. ARCHITECT/ENGINEER'S STATUS

The Architect/Engineer is the representative of the Principal Representative for purposes of administration of the Contract, as provided in the Contract Documents and the Agreement. In case of termination of employment or the death of the Architect/Engineer, the Principal Representative will appoint a capable Architect/Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be the same as that of the former Architect/Engineer.

## ARTICLE 6. ARCHITECT/ENGINEER DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION

#### A. DECISIONS

The Architect/Engineer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work or the interpretation of the Contract Documents, and in the exercise of due diligence shall be reasonably available to the Contractor to timely interpret and make decisions with respect to questions relating to the design or concerning the Contract Documents.

#### B. JUDGMENTS

The Architect/Engineer is, in the first instance, the judge of the performance required by the Contract Documents as it relates to compliance with the Drawings and Specifications and quality of Workmanship and materials.

The Architect/Engineer shall make judgments regarding whether directed Work is extra or outside the scope of Work required by the Contract Documents at the time such direction is first given. If, in the Contractor's judgment, any performance directed by the Architect/Engineer is not required by the Contract Documents or if the Architect/Engineer does not make the judgment required, it shall be a condition precedent to the filing of any claim for additional cost related to such directed Work that the Contractor, before performing such Work, shall first obtain in writing, the Architect/Engineer's written decision that such directed Work is included in the performance required by the Contract Documents. If the Architect/Engineer's direction to perform the Work does not state that the Work is within the performance required by the Contract Documents, the Contractor shall, in writing, request the Architect/Engineer to advise in writing whether the directed Work will be considered extra Work or Work included in the performance required by the Contract Documents.

The Architect/Engineer shall respond to any such written request for such a decision within three (3) business days and if no response is provided, or if the Architect/Engineer's written decision is to the effect that the Work is included in the performance required by the Contract Documents, the Contractor may file with the Principal Representative and the Architect/Engineer a Notice of claim in accordance with Article 36, Claims. Whether or not a Notice of claim is filed, the Contractor shall proceed with the ordered Work. Disagreement with the decision of the Architect/Engineer shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance.

#### C. ACCESS TO WORK

The Architect/Engineer, the Principal Representative and representatives of State Buildings Program shall at all times have access to the Work. The Contractor shall provide proper facilities for such access and for their observations or inspection of the Work.

#### D. INSPECTION

The Architect/Engineer has agreed to make, or that structural, mechanical, electrical engineers or other consultants will make, periodic visits to the site to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

Without in any way meaning to be exclusive or to limit the responsibilities of the Architect/Engineer or the Contractor, the Architect/Engineer has agreed to observe, among other aspects of the Work, the following for compliance with the Contract Documents:

- 1. Compaction testing reports based upon the findings and recommendations of the Principal Representative's testing consultant;
- 2. Bearing surfaces of excavations before concrete is placed based upon the findings and recommendations of the Principal Representative's soils engineering consultant;
- 3. Reinforcing steel after installation and before concrete is poured;
- 4. Structural concrete;
- 5. Laboratory reports on all concrete testing based upon the findings and recommendations of the Principal Representative's testing consultant;
- 6. Structural steel during and after erection and prior to its being covered or enclosed;
- 7. Steel welding; Principal Representative will furnish steel welding inspection consultant/agency if required or necessary for the project;
- 8. Mechanical and plumbing Work following its installation and prior to its being covered or enclosed;
- 9. Electrical Work following its installation and prior to its being covered or enclosed; and
- 10. Any special or quality control testing required in the Contract Documents provided by the Principal Representative's testing consultant.

If the Specifications, the Architect/Engineer's instructions, laws, ordinances of any public authority require any Work to be specifically tested or approved, the Contractor shall give the Principal Representative, Architect/Engineer and appropriate testing agency (if necessary) timely notice of its readiness for observation by the Architect/Engineer or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. The Contractor shall give all required Notices to the Principal Representative or his or her designee for inspections required for the building inspection program. It shall be the responsibility of the Contractor to determine the Notice required by the State pursuant to Building Inspection Record for the Project, according to State form SBP-B.I.R., or the equivalent form required by the Principal Representative as approved by the State Buildings Program. If any portion of the Work should be covered contrary to the reasonable request of the Architect/Engineer, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer, be uncovered for its observation and shall be replaced at the Contractor's expense.

If any other portion of the Work has been covered which the Architect/Engineer has not specifically requested to observe prior to it's being covered, it may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Amendment or Change Order, be charged to the Principal Representative. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Principal Representative or a separate Contractor as provided in Article 18, in which event, the Principal Representative shall be responsible for the payment of such costs.

# ARTICLE 7. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

The Contractor shall employ, and keep present (as applicable) on the Project during its progress, a competent project manager as satisfactory to the Principal Representative. The project manager shall not be changed except with the consent of the Principal Representative, unless the project manager proves to be unsatisfactory to the Contractor and ceases to be in his or her employ. The project manager shall represent the Contractor for the Project, and in the absence of the Contractor, all directions given to the project manager shall be as binding as if given to the Contractor. Directions received by the project manager shall be documented by the project manager and communicated in writing with the Contractor.

The Contractor shall employ, and keep present on the Project during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Architect/Engineer and the Principal Representative. The superintendent shall not be changed except with the consent of the Architect/Engineer and the Principal Representative, unless the superintendent proves to be unsatisfactory to the Project Manager/Contractor and ceases to be in his or her employ. The superintendent shall represent the Project Manager/Contractor in his or her absence and all directions given to the superintendent shall be as binding as if given to the Project Manager/Contractor. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Project Manager/Contractor.

The Contractor shall give efficient supervision to the Work, using his or her best skill and attention. He or she shall carefully study and compare all Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which he or she may discover in writing to the Architect/Engineer. The Contractor shall not be liable to the Principal Representative for damage to the extent it results from errors or deficiencies in the Contract Documents or other instructions by the Architect/Engineer, unless the Contractor knew or had reason to know, that damage would result by proceeding and the Contractor fails to so advise the Architect/Engineer.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a uniform, thorough and first-class manner in every respect. The Contractor's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Contractor's Work. The Contractor shall lay out all Work in a manner satisfactory to the Architect/Engineer, making permanent records of all lines and levels required for excavation, grading, foundations, and for all other parts of the Work.

# ARTICLE 8. MATERIALS AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be first class and of uniform quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor is fully responsible for all acts and omissions of the Contractor's employees and shall at all times enforce strict discipline and good order among employees on the site. The Contractor shall not employ on the Work any person reasonably deemed unfit by the Principal Representative or anyone not skilled in the Work assigned to him.

## ARTICLE 9. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

#### A. SURVEYS

The Principal Representative shall furnish all surveys, property lines and bench marks deemed necessary by the Architect/Engineer, unless otherwise specified.

#### B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified in the Specifications, no local municipal or county building permit shall be required. However, State Buildings Program requires each Principal Representative to administer a building code inspection program, the implementation of which may vary at each agency

or institution of the State. The Contractors' employees shall become personally familiar with these local conditions and requirements and shall fully comply with such requirements. State electrical and plumbing permits are required, unless the requirement to obtain such permits is altered by State Building's Programs. The Contractor shall obtain and pay for such permits.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Principal Representative, unless otherwise specified.

#### C. TAXES

1. Refund of Sales and Use Taxes

The Contractor shall pay all local taxes required to be paid, including but not necessarily limited to all sales and use taxes. If requested by the Principal Representative prior to issuance of the Notice to Proceed or directed in the Supplementary General Conditions or the Specifications, the Contractor shall maintain records of such payments in respect to the Work, which shall be separate and distinct from all other records maintained by the Contractor, and the Contractor shall furnish such data as may be necessary to enable the State of Colorado, acting by and through the Principal Representative, to obtain any refunds of such taxes which may be available under the laws, ordinances, rules or regulations applicable to such taxes. When so requested or directed, the Contractor shall require Subcontractors at all tiers to pay all local sales and use taxes required to be paid and to maintain records and furnish the Contractors. No State sales and use taxes are to be paid on material to be used in this Project. On application by the purchaser or seller, the Department of Revenue shall issue to a Contractor or to a Subcontractor at any tier, a certificate or certificates of exemption per C.R.S. § 39-26-703(2)(b), and C.R.S. § 39-26-708.

2. Federal Taxes

The Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from the proposal. The Principal Representative will furnish the Contractor, on request exemption certificates.

## D. LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that the Drawings or Specifications require Work which is at variance therewith, the Contractor shall without delay notify the Architect/Engineer in writing and any necessary changes shall be adjusted as provided in Article 35, Changes In The Work.

The Contractor shall bear all costs arising from the performance of Work required by the Drawings or Specifications that the Contractor knows to be contrary to such laws, ordinances, rules or regulations, if such Work is performed without giving Notice to the Architect/Engineer.

# ARTICLE 10. PROTECTION OF WORK AND PROPERTY

A. GENERAL PROVISIONS

The Contractor shall continuously maintain adequate protection of all Work and materials, protect the property from injury or loss arising in connection with this Contract and adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall make good any damage, injury or loss, except to the extent:

- 1. Directly due to errors in the Contract Documents;
- 2. Caused by agents or employees of the Principal Representative; and,
- 3. Due to causes beyond the Contractor's control and not to fault or negligence; provided such damage, injury or loss would not be covered by the insurance required to be carried by the Contractor;

#### B. SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He or she shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of Workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he or she shall designate a responsible member of his or her organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Architect/Engineer by the Contractor.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of this Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Contractor shall not permit open fires within the building enclosure. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

The Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles.

#### C. EMERGENCIES

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor without special instruction or authorization from the Architect/Engineer or Principal Representative, is hereby permitted to act, at his or her discretion, to prevent such threatened loss or injury; and he or she shall so act, without appeal, if so authorized or instructed. Provided the Contractor has no responsibilities for the emergency, if the Contractor incurs additional cost not otherwise recoverable from insurance or others on account of any such emergency Work, the Contract sum shall be equitably adjusted in accordance with Article 35, Changes In The Work.

## ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep on the job site one copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or Samples, and as-built drawings. As-built drawings shall be updated weekly by the Contractor and Subcontractors to reflect actual constructed conditions including dimensioned locations of underground Work and the Contractor's failure to maintain such updates may be grounds to withhold portions of payments otherwise due in accordance with Article 33, Payments Withheld. All such documents shall be available to the Architect/Engineer and representatives of the State. In addition, the Contractor shall keep on the job site one copy of all approved addenda, Change Orders and requests for information issued for the Work.

The Contractor shall develop procedures to insure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Shop Drawing and Product Data submittal log, and a Sample submittal log to record the status of all necessary and required submittals.

#### ARTICLE 12. REQUESTS FOR INFORMATION AND SCHEDULES

A. REQUESTS FOR INFORMATION

The Architect/Engineer shall furnish additional instructions with reasonable promptness, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and

instructions shall be consistent with the Contract Documents and reasonably inferable there from. The Architect/Engineer shall determine what additional instructions or drawings are necessary for the proper execution of the Work.

The Work shall be executed in conformity with such instructions and the Contractor shall do no Work without proper drawings, specifications or instructions. If the Contractor believes additional instructions, specifications or drawings are needed for the performance of any portion of the Work, the Contractor shall give Notice of such need in writing through a request for information furnished to the Architect/Engineer sufficiently in advance of the need for such additional instructions, specifications or drawings to avoid delay and to allow the Architect/Engineer a reasonable time to respond. The Contractor shall maintain a log of the requests for information and the responses provided.

#### B. SCHEDULES

1. Submittal Schedules

Prior to filing the Contractor's first application for payment, a schedule shall be prepared which may be preliminary to the extent required, fixing the dates for the submission and initial review of required Shop Drawings, Product Data and Samples for the beginning of manufacture and installation of materials, and for the completion of the various parts of the Work. It shall be prepared so as to cause no delay in the Work or in the Work of any other contractor. The schedule shall be subject to change from time to time in accordance with the progress of the Work, and it shall be subject to the review and approval by the Architect/Engineer. It shall fix the dates at which the various Shop Drawings Product Data and Samples will be required from the Architect/Engineer. The Architect/Engineer, after review and agreement as to the time provided for initial review, shall review and comment on the Shop Drawings, Product Data and Samples in accordance with that schedule. The schedule shall be finalized, prepared and submitted with respect to each of the elements of the Work in time to avoid delay, considering reasonable periods for review, manufacture or installation.

At the time the schedule is prepared, the Contractor, the Architect/Engineer and Principal Representative shall jointly identify the Shop Drawing, Product Data and Samples, if any, which the Principal Representative shall receive simultaneously with the Architect/Engineer for the purposes of owner coordination with existing facility standards and systems. The Contractor shall furnish a copy for the Principal Representative when so requested. Transmittal of Shop Drawings and Product Data copies to the Principal Representative shall be solely for the convenience of the Principal Representative and shall neither create nor imply responsibility or duty of review by the Principal Representative.

The Contractor may also, or at the direction of the Principal Representative at any time shall, prepare and maintain a schedule, which may also be preliminary and subject to change to the extent required, fixing the dates for the initial responses to requests for information or for detail drawings which will be required from the Architect/Engineer to allow the beginning of manufacture, installation of materials and for the completion of the various parts of the Work. The schedule shall be subject to review and approval by the Architect/Engineer. The Architect/Engineer shall, after review and agreement, furnish responses and detail drawings in accordance with that schedule. Any such schedule shall be prepared and approved in time to avoid delay, considering reasonable periods for review, manufacture or installation, but so long as the request for information schedule is being maintained, it shall not be deemed to transfer responsibility to the Contractor for errors or omissions in the Contract Documents where circumstances make timely review and performance impossible.

The Architect/Engineer shall not unreasonably withhold approval of the Contractor's schedules and shall inform the Contractor and the Principal Representative of the basis of any refusal to agree to the Contractor's schedules. The Principal Representative shall attempt to resolve any disagreements.

2. Schedule of Values

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and Principal Representative, for approval, and to the State Buildings Program when specifically requested, a complete itemized schedule of the values of the various parts of the Work, as estimated by the Contractor, aggregating the total price. The schedule of values shall be in such detail as the Architect/Engineer or the Principal Representative shall require, prepared on forms acceptable to the Principal Representative. It shall, at a minimum, identify on a separate line each division of the Specifications including the general conditions costs to be charged to the Project. The Contractor shall revise and resubmit the schedule of values for approval when, in the opinion of the Architect/Engineer or the Principal Representative, such resubmittal is required due to changes or modifications to the Contract Documents or the Contract sum.

The total cost of each line item so separately identified shall, when requested by the Architect/Engineer or the Principal Representative, be broken down into reasonable estimates of the value of:

- a. Material, which shall include the cost of material actually built into the Project plus any local sales or use tax paid thereon; and,
- b. Labor and other costs.

The cost of subcontracts shall be incorporated in the Contractor's schedule of values, and when requested by the Architect/Engineer or the Principal Representative, shall be separately shown as line items.

The Architect/Engineer shall review the proposed schedules and approve it after consultation with the Principal Representative, or advise the Contractor of any required revisions within ten (10) days of its receipt. In the event no action is taken on the submittal within ten days, the Contractor may utilize the schedule of values as its submittal for payment until it is approved or until revisions are requested.

When the Architect/Engineer deems it appropriate to facilitate certification of the amounts due to the Contractor, further breakdown of subcontracts, including breakdown by labor and materials, may be directed.

This schedule of values, when approved, will be used in preparing Contractor's applications for payment on State Form SC-7.2, Application for Payment.

#### 3. Construction Schedules

Within twenty-one (21) calendar days after the date of the Notice to Proceed, the Contractor shall submit to the Architect/Engineer and the Principal Representative, and to the State Buildings Program when specifically requested, on a form acceptable to them, an overall timetable of the construction schedule for the Project. Unless the Supplementary General Conditions or the Specifications allow scheduling with bar charts or other less sophisticated scheduling tools, the Contractor's schedule shall be a critical-path method (CPM) construction schedule. The CPM schedule shall start with the date of the Notice to Proceed and include submittals activities, the various construction activities, change order Work (when applicable), close-out, testing, demonstration of equipment operation when called for in the Specifications, and acceptance. The CPM schedule shall at a minimum correlate to the schedule of values line items and shall be cost loaded if requested by the Architect/Engineer or Principal Representative. The completion time shall be the time specified in the Agreement and all Project scheduling shall allocate float utilizing the full period available for construction as specified in the Agreement on State Form SC 6.13, without indication of early completion, unless such earlier completion is approved in writing by the Principal Representative and State Building Programs.

The time shown between the starting and completion dates of the various elements within the construction schedule shall represent one hundred per cent (100%) completion of each element.

All other elements of the CPM schedule shall be as required by the Specifications. In addition, the Contractor shall submit monthly updates or more frequently, if required by the Principal Representative, updates of the construction schedule. These updates shall reflect the Contractor's "Work in place" progress.

When requested by the Architect/Engineer, the Principal Representative or the State Buildings Program, the Contractor shall revise the construction schedule to reflect changes in the schedule of values.

When the testing of materials is required by the Specifications, the Contractor shall also prepare and submit to the Architect/Engineer and the Principal Representative a schedule for testing in accordance with Article 14, Samples and Testing.

## ARTICLE 13. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

## A. SUBMITTAL PROCESS

The Contractor shall check and field verify all dimensions. The Contractor shall check, approve and submit to the Architect/Engineer in accordance with the schedule described in Article 12, Requests for Information and Schedules, all Shop Drawings, Product Data and Samples required by the specifications or required by the Contractor for the Work of the various trades. All Drawings and Product Data shall contain identifying nomenclature and each submittal shall be accompanied by a letter of transmittal identifying in detail all enclosures. The number of copies of Shop Drawings and Product Data to be submitted shall be as specified in the Specifications and if no number is specified then three copies shall be submitted.

The Architect/Engineer shall review and comment on the Shop Drawings and Product Data within the time provided in the agreed upon schedule for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The nature of all corrections to be made to the Shop Drawings and Product Data, if any, shall be clearly noted, and the submittals shall be returned to the Contractor for such corrections. If a change in the scope of the Work is intended by revisions requested to any Shop Drawings and Product Data, the Contractor shall be requested to prepare a change proposal in accordance with Article 35, Changes In The Work. On resubmitted Shop Drawings, Product Data or Samples, the Contractor shall direct specific attention in writing on the transmittal cover to revisions other than those corrections requested by the Architect/Engineer on any previously checked submittal. The Architect/Engineer shall promptly review and comment on, and return, the resubmitted items.

The Contractor shall thereafter furnish such other copies in the form approved by the Architect/Engineer as may be needed for the prosecution of the Work.

#### B. FABRICATION AND ORDERING

Fabrication shall be started by the Contractor only after receiving approved Shop Drawings from the Architect/Engineer. Materials shall be ordered in accordance with approved Product Data. Work which is improperly fabricated, whether through incorrect Shop Drawings, faulty workmanship or materials, will not be acceptable.

## C. DEVIATIONS FROM DRAWINGS OR SPECIFICATIONS

The review and comments of the Architect/Engineer of Shop Drawings, Product Data or Samples shall not relieve the Contractor from responsibility for deviations from the Drawings or Specifications, unless he or she has in writing called the attention of the Architect/Engineer to such deviations at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or Product Data. Review and comments on Shop Drawings or Product Data containing identified deviations from the Contract Documents shall not be the basis for a Change Order or a claim based on a change in the scope of the Work unless Notice is given to the Architect/Engineer and Principal Representative of all additional costs, time and other impacts of the identified deviation by bring it to their attention in writing at the time the submittals are made, and any subsequent change in the Contract sum or the Contract time shall be limited to cost, time and impacts so identified.

#### D. CONTRACTOR REPRESENTATIONS

By preparing, approving, and/or submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

## ARTICLE 14. SAMPLES AND TESTING

#### A. SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in his or her Work or in that of any other Contractor, all Samples as directed by the Architect/Engineer. The Architect/Engineer shall check and approve such Samples, with reasonable promptness, but only for conformance with the design intent of the Contract Documents and the Project, and for compliance with any submission requirements given in the Contract Documents.

#### B. TESTING - GENERAL

The Contractor shall provide such equipment and facilities as the Architect/Engineer may require for conducting field tests and for collecting and forwarding samples to be tested. Samples themselves shall not be incorporated into the Work after approval without the permission of the Architect/Engineer.

All materials or equipment proposed to be used may be tested at any time during their preparation or use. The Contractor shall furnish the required samples without charge and shall give sufficient Notice of the placing of orders to permit the testing thereof. Products may be sampled either prior to shipment or after being received at the site of the Work.

Tests shall be made by an accredited testing laboratory. Except as otherwise provided in the Specifications, sampling and testing of all materials, and the laboratory methods and testing equipment, shall be in accordance with the latest standards and tentative methods of the American Society of Testing Materials (ASTM). The cost of testing which is in addition to the requirements of the Specifications shall be paid by the Contractor if so directed by the Architect/Engineer, and the Contract sum shall be adjusted accordingly by Change Order; provided however, that whenever testing shows portions of the Work to be deficient, all costs of testing including that required to verify the adequacy of repair or replacement Work shall be the responsibility of the Contractor.

#### C. TESTING - CONCRETE AND SOILS

Unless otherwise specified or provided elsewhere in the Contract Documents, the Principal Representative will contract for and pay for the testing of concrete and for soils compaction testing through an independent laboratory or laboratories selected and approved by the Principal Representative. The Contractor shall assume the responsibility of arranging, scheduling and coordinating the concrete sample collection efforts and soils compaction efforts in an efficient and cost effective manner. Testing shall be performed in accordance with the requirements of the Specifications, and if no requirements are specified, the Contractor shall request instructions and testing shall be as directed by the Architect/Engineer or the soils engineer, as applicable, and in accordance with standard industry practices.

The Principal Representative and the Architect/Engineer shall be given reasonable advance notice of each concrete pour and reserve the right to either increase or decrease the number of cylinders or the frequency of tests.

Soil compaction testing shall be at random locations selected by the soils engineer. In general, soils compaction testing shall be as directed by the soils engineer and shall include all substrate prior to backfill or construction.

D. TESTING - OTHER

Additional testing required by the Specifications will be accomplished and paid for by the Principal Representative in a manner similar to that for concrete and soils unless noted otherwise in the Specifications. In any case, the Contractor will be responsible for arranging, scheduling and coordinating additional tests. Where the additional testing will be contracted and paid for by the Principal Representative the Contractor shall give the Principal Representative not less than one-month advance written Notice of the date the first such test will be required.

## ARTICLE 15. SUBCONTRACTS

# A. CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES OR COLORADO

After the contract is awarded, Contractor is required to provide written notice to the Principal Representative no later than twenty (20) days after deciding to perform services under this contract outside the United States or Colorado or to subcontract services under this contract to a subcontractor that will perform such services outside the United States or Colorado. The written notification must include, but need not be limited to, a statement of the type of services that will be performed at a location outside the United States or Colorado and the reason why it is necessary or advantageous to go outside the United States or Colorado to perform the services. All notices received by the State pursuant to outsourced services shall be posted on the Colorado Department of Personnel & Administration's website. If Contractor knowingly fails to notify the Principal Representative of any outsourced services as specified herein, the Principal Representative, at its discretion, may terminate this contract as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education (Does not apply to any project that receives federal moneys)

## B. SUBCONTRACTOR LIST

Prior to the Notice to Proceed to commence construction, the Contractor shall submit to the Architect/Engineer, the Principal Representative and State Buildings Program a preliminary list of Subcontractors. It shall be as complete as possible at the time, showing all known Subcontractors planned for the Work. The list shall be supplemented as other Subcontractors are determined by the Contractor and any such supplemental list shall be submitted to the Architect/Engineer, the Principal Representative and State Buildings Program not less than ten (10) days before the Subcontractor commences Work.

## C. SUBCONTRACTOR SUBSTITUTIONS

The Contractor's list shall include those Subcontractors, if any, which the Contractor indicated in its bid, would be employed for specific portions of the Work if such indication was requested in the bid documents issued by the State. The substitution of any Subcontractor listed in the Contractor's bid shall be justified in writing not less than ten (10) days after the date of the Notice to Proceed to commence construction, and shall be subject to the approval of the Principal Representative. For reasons such as the Subcontractor's refusal to perform as agreed, subsequent unavailability or later discovered bid errors, or other similar reasons, but not including the availability of a lower Subcontract price, such substitution may be approved. The Contractor shall bear any additional cost incurred by such substitutions.

## D. CONTRACTOR RESPONSIBLE FOR SUBCONTRACTORS

The Contractor shall not employ any Subcontractor that the Architect/Engineer, within ten (10) days after the date of receipt of the Contractor's list of Subcontractors or any supplemental list, objects to in writing as being unacceptable to either the Architect/Engineer, the Principal Representative or State Buildings Program. If a Subcontractor is deemed unacceptable, the Contractor shall propose a

substitute Subcontractor and the Contract sum shall be adjusted by any demonstrated difference between the Subcontractor's bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the Work proposed.

The Contractor shall be fully responsible to the Principal Representative for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to Work to be done by Subcontractors shall be given to the Contractor.

## ARTICLE 16. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

The Contractor agrees to bind each Subcontractor to the terms of these General Conditions and to the requirements of the Drawings and Specifications, and any Addenda thereto, and also all the other Contract Documents, so far as applicable to the Work of such Subcontractor. The Contractor further agrees to bind each Subcontractor to those terms of the General Conditions which expressly require that Subcontractors also be bound, including without limitation, requirements that Subcontractors waive all rights of subrogation, provide adequate general commercial liability and property insurance, automobile insurance and workers' compensation insurance as provided in Article 25, Insurance.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship whatsoever between any Subcontractor and the State of Colorado acting by and through its Principal Representative.

# ARTICLE 17. MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon due Notice, to settle with such contractor by agreement, if he or she will so settle. If such separate contractor sues the Principal Representative on account of any damage alleged to have been so sustained, the Principal Representative shall notify the Contractor, who shall defend such proceedings if requested to do so by Principal Representative. If any judgment against the Principal Representative arises there from, the Contractor shall pay or satisfy it and pay all costs and reasonable attorney fees incurred by the Principal Representative, in accordance with Article 52C, Indemnification, provided the Contractor was given due Notice of an opportunity to settle.

## ARTICLE 18. SEPARATE CONTRACTS

The Principal Representative reserves the right to enter into other contracts in connection with the Project or the Contract. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his or her Work with theirs. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor, the Contractor shall inspect and promptly report to the Architect/Engineer any defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper for the reception of Work, except as to defects which may develop in the other Contractor's Work after the execution of the Contractor's Work.

To insure the proper execution of subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Architect/Engineer any discrepancy between the executed Work and the Drawings.

## ARTICLE 19. USE OF PREMISES

The Contractor shall confine apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits and any limits lines shown on the Drawings. The Contractor shall not unreasonably encumber the premises with materials.

The Contractor shall enforce all of the Architect/Engineer's instructions and prohibitions regarding, without limitation, such matters as signs, advertisements, fires and smoking.

# ARTICLE 20. CUTTING, FITTING OR PATCHING

The Contractor shall do all cutting, fitting or patching of Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or

reasonably inferred from, the Drawings and Specifications for the complete structure, and shall provide for such finishes to patched or fitted Work as the Architect/Engineer may direct. The Contractor shall not endanger any Work by cutting, excavating or otherwise altering the Work and shall not cut or alter the Work of any other Contractor save with the consent of the Architect/Engineer.

# ARTICLE 21. UTILITIES

# A. TEMPORARY UTILITIES

Unless otherwise specifically stated in the Specifications or on the Drawings, the Principal Representative shall be responsible for the locations of all utilities as shown on the Drawings or indicated elsewhere in the Specifications, subject to the Contractor's compliance with all statutory or regulatory requirements to call for utility locates. When actual conditions deviate from those shown the Contractor shall comply with the requirements of Article 37, Differing Site Conditions. The Contractor shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him and other Contractors for their Work and shall install and maintain all such utilities in such manner as to protect the public and Workmen and conform with any applicable laws and regulations. Upon completion of the Work, he or she shall remove all such temporary utilities from the other Contractor shall pay for all consumption of power, light and water used by him or her and the other Contractors, without regard to whether such items are metered by temporary or permanent meters. The Superintendent shall have full authority over all trades and Subcontractors at any tier to prevent waste. The cut-off date on permanent meters shall be either the agreed date of the date of the Notice of Substantial Completion or the Notice of Approval of Occupancy/Use of the Project.

## B. PROTECTION OF EXISTING UTILITIES

Where existing utilities, such as water mains, sanitary sewers, storm sewers and electrical conduits, are shown on the Drawings, the Contractor shall be responsible for the protection thereof, without regard to whether any such utilities are to be relocated or removed as a part of the Work. If any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same.

## C. CROSSING OF UTILITIES

When new construction crosses highways, railroads, streets, or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, the Contractor shall secure proper written permission before executing such new construction. The Contractor will be required to furnish a proper release before final acceptance of the Work.

# ARTICLE 22. UNSUITABLE CONDITIONS

The Contractor shall not Work at any time, or permit any Work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance. Any cost caused by ill-timed Work shall be borne by the Contractor unless the timing of such Work shall have been directed by the Architect/Engineer or the Principal Representative, after the award of the Contract, and the Contractor provided Notice of any additional cost.

# ARTICLE 23. TEMPORARY FACILITIES

- A. OFFICE FACILITIES The Contractor shall provide and maintain without additional expense for the duration of the Project temporary office facilities, as required and as specified, for its own use and the use of the Architect/Engineer, representatives of the Principal Representative and State Buildings Program.
- B. TEMPORARY HEAT

The Contractor shall furnish and pay for all the labor, facilities, equipment, fuel and power necessary to supply temporary heating, ventilating and air conditioning, except to the extent otherwise specified, and shall be responsible for the installation, operation, maintenance and removal of such facilities and equipment. Unless otherwise specified, the permanent HVAC system shall not be used for temporary heat in whole or in part. If the Contractor desires to put the permanent system into use, in whole or in part, the Contractor shall set it into operation and furnish the necessary fuel and manpower to safely operate, protect and maintain that HVAC system. Any operation of all or any part of the permanent

HVAC system including operation for testing purposes shall not constitute acceptance of the system, nor shall it relieve the Contractor of his or her one-year guarantee of the system from the date of the Notice of Substantial Completion of the entire Project, and if necessary due to prior operation, the Contractor shall provide manufacturers' extended warranties from the date of the Contractor's use prior to the date of the Notice of Substantial Completion.

## C. WEATHER PROTECTION

The Contractor shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages.

## D. DUST PARTITIONS

If the Work involves Work in an occupied existing building, the Contractor shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

# E. BENCH MARKS

The Contractor shall maintain any site bench marks provided by the Principal Representative and shall establish any additional benchmarks specified by the Architect/Engineer as necessary for the Contractor to layout the Work and ascertain all grades and levels as needed.

# F. SIGN

The Contractor shall erect and permit one 4' x 8' sign only at the site to identify the Project as specified or directed by the Architect/Engineer which shall be maintained in good condition during the life of the Project.

# G. SANITARY PROVISION

The Contractor shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project. When the Project is complete the Contractor shall promptly remove them from the site, disinfect, and clean or treat the areas as required. If any new construction surfaces in the Project other than the toilet facilities provided for herein are soiled at any time, the entire areas so soiled shall be completely removed from the Project and rebuilt. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of any contractor.

# ARTICLE 24. CLEANING UP

The Contractor shall keep the building and premises free from all surplus material, waste material, dirt and rubbish caused by employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment and scaffolding, and shall wash and clean all window glass and plumbing fixtures, perform cleanup and cleaning required by the Specifications and leave all of the Work clean unless more exact requirements are specified.

# ARTICLE 25. INSURANCE

## A. GENERAL

The Contractor shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Contractor shall continue to provide evidence of such coverage to State of Colorado on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Principal Representative and State Buildings Program within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

#### B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- 1. Per project general aggregate (CG 25 03 or similar)
- Additional Insured status in favor of the State of Colorado and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG2010 10/01 and CG 2037 10/01 or equivalent as permitted by law.
- 3. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- 4. A waiver of Subrogation in favor of all Additional Insured parties.
- 5. Personal Injury Liability
- 6. Contractual Liability coverage to support indemnification obligation per Article 53.I
- 7. Explosion, collapse and underground (xcu)

The following exclusionary endorsements are prohibited in the CGL policy:

- 1. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
- 2. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
- 3. If applicable to the Work to be performed: Residential or multi-family
- 4. If applicable to the Work to be performed: Exterior insulation finish systems
- 5. If applicable to the Work to be performed: Subsidence or Earth Movement

The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

Combined Bodily Injury and Property Damage Liability (Combined Single Limit):

\$1,000,000 each accident

Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the State of Colorado.

The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous Work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE (for construction projects exceeding \$10,000,000, provide the following coverage):

The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

Each occurrence	\$5,000,000
Aggregate	\$5,000,000

#### F. BUILDER'S RISK INSURANCE

Unless otherwise expressly stated in the Supplementary General Conditions (e.g. where the State elects to provide for projects with a completed value of less than \$1,000,000), the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property, or the Date of Notice specified on the Notice of Acceptance, State Form SBP-6.27 or whichever is later.

This insurance shall include interests of the Owner, the Contractor, Subcontractors and Subsubcontractors in the Project as named insureds.

All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).

Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false Work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Contractor shall maintain Builders Risk coverage including partial use by Owner.

The Contractor shall waive all rights of subrogation as regards the State of Colorado and the Principal Representative, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.

Upon request, the amount of such insurance shall be increased to include the cost of any additional Work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as

his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

The Principal Representative, with approval of the State Controller, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured Work.

## G. POLLUTION LIABILITY INSURANCE

If Contractor is providing directly or indirectly Work with pollution/environmental hazards, the Contractor must provide or cause those conducting the Work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. State of Colorado must be included as additional insureds on the policy. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

## H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS

Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

- 1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
- 2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Principal Representative and State Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the State of Colorado, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
- 3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the Principal Representative;
- 4. Receipt, review or acceptance by the Principal Representative of any insurance policies or certificates of insurance required by this Contract shall not be construed as a waiver or relieve the Contractor from its obligation to meet the insurance requirements contained in these General Conditions.

## ARTICLE 26. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond on State Forms SC-6.22, Performance Bond, and SC-6.221, Labor and Material Payment Bond, or such other forms as State Buildings Program may approve for the Project, executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of these bonds shall be borne by the Contractor and the bonds shall be filed with State Buildings Program.

If, at any time, a Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract Documents or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor shall furnish to State Buildings Program within ten (10) days after receipt of Notice from the State or after the Contractor otherwise becomes aware of such conditions.

## ARTICLE 27. LABOR AND WAGES

A. In accordance with laws of Colorado, C.R.S. § 8-17-101(1), as amended, Colorado labor shall be employed to perform at least eighty percent of the Work.

- B. In accordance with laws of Colorado, C.R.S. § 24-92 Part 2, if prevailing wage rates are applicable to this project:
  - 1. The contractor shall in conspicuous places on the project post an owner provided poster with the current prevailing rate of payments as provided in the project solicitation.
    - a. A contractor who fails to comply shall be deemed guilty of a class 3 misdemeanor and shall pay the State one hundred dollars (\$100) for each calendar day of noncompliance as determined by the State.
  - 2. The contractor and any subcontractors shall pay all the employees employed directly on the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the competitive solicitation, regardless of any contractual relationships that may be alleged to exist between the contractor or subcontractor and the employees.
  - 3. The contractor and any subcontractors shall prepare and submit payroll reports to the State on a monthly basis that disclose all relevant payroll information, including the name and address of any entities to which fringe benefits are paid.
  - 4. The contractor and any subcontractors shall maintain on the site where public projects are being constructed a daily log of employees employed each day on the public project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer, and shall be kept on a form prescribed by the director. The log shall be available for inspection on the site at all times by the State.
  - 5. If the contractor or any subcontractor fails to pay wages as are required by the contract, the State shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the State evidence satisfactory to such agency of government that such wages have been paid; except that the State shall approve and pay any portion of a warrant or demand for payment to the contractor to the extent the State has been furnished satisfactory evidence that the contractor or one or more subcontractors has paid such wages required by the contract, The contractor or subcontractor may use the following procedure in order to satisfy the requirements of this section:
    - a. The contractor or subcontractor may submit to the State, for each employee to whom such wages are due, a check payable to that employee or to the State so it is negotiable by either party. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that employee by the contract and the wages actually paid by the contractor or subcontractor.
    - b. If any check submitted cannot be delivered to the employee within a reasonable period, then it shall be negotiated by the State and the proceeds deposited in the unclaimed property trust fund created in section 38-13-116.6. Nothing in this subsection (1) shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any employee to whom wages are due.

# ARTICLE 28. ROYALTIES AND PATENTS

The Contractor shall be responsible for assuring that all rights to use of products and systems have been properly arranged and shall take such action as may be necessary to avoid delay, at no additional charge to the Principal Representative, where such right is challenged during the course of the Work. The Contractor shall pay all royalties and license fees required to be paid and shall defend all suits or claims for infringement of any patent rights and shall save the State of Colorado harmless from loss on account thereof, in accordance with Article 52C, Indemnification; provided, however, the Contractor shall not be responsible for such loss or

defense for any copyright violations contained in the Contract Documents prepared by the Architect/Engineer or the Principal Representative of which the Contractor is unaware, or for any patent violations based on specified processes that the Contractor is unaware are patented or that the Contractor should not have had reason to believe were patented.

## ARTICLE 29. ASSIGNMENT

Except as otherwise provided hereafter the Contractor shall not assign the whole or any part of this Contract without the written consent of the Principal Representative. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by C.R.S. § 4-9-406, et. seq., as amended, provided that written Notice of assignment adequate to identify the rights assigned is received by the Principal Representative and the controller for the agency, department, or institution executing this Contract (as distinguished from the State Controller). Such assignment of the right to payment shall not be deemed valid until receipt by the Principal Representative and such controller and the Contractor assumes the risk that such written Notice of assignment is received by the Principal Representative and the controller for the agency, department, or institution involved. In case the Contractor assigns all or part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract, whether said service or materials were supplied prior to or after the assignment. Nothing in this Article shall be deemed a waiver of any other defenses available to the State against the Contractor or the assignee.

# ARTICLE 30. CORRECTION OF WORK BEFORE ACCEPTANCE

The Contractor shall promptly remove from the premises all Work or materials condemned or declared irreparably defective as failing to conform to the Contract Documents on receipt of written Notice from the Architect/Engineer or the Principal Representative, whether incorporated in the Work or not. If such materials shall have been incorporated in the Work, or if any unsatisfactory Work is discovered, the Contractor shall promptly replace and re-execute his or her Work in accordance with the requirements of the Contract Documents without expense to the Principal Representative, and shall also bear the expense of making good all Work of other contractors destroyed or damaged by the removal or replacement of such defective material or Work.

Should any defective Work or material be discovered during the process of construction, or should reasonable doubt arise as to whether certain material or Work is in accordance with the Contract Documents, the value of such defective or questionable material or Work shall not be included in any application for payment, or if previously included, shall be deducted by the Architect/Engineer from the next application submitted by the Contractor.

If the Contractor does not perform repair, correction and replacement of defective Work, in lieu of proceeding by issuance of a Notice of intent to remove condemned Work as outlined above, the Principal Representative may, not less than seven (7) days after giving the original written Notice of the need to repair, correct, or replace defective Work, deduct all costs and expenses of replacement or correction as instructed by the Architect/Engineer from the Contractor's next application for payment in addition to the value of the defective Work or material. The Principal Representative may also make an equitable deduction from the Contract sum by unilateral Change Order, in accordance with Article 33, Payments Withheld and Article 35, Changes In The Work.

If the Contractor does not remove such condemned or irreparably defective Work or material within a reasonable time, the Principal Representative may, after giving a second seven (7) day advance Notice to the Contractor and the Surety, remove them and may store the material at the Contractor's expense. The Principal Representative may accomplish the removal and replacement with its own forces or with another Contractor. If the Contractor does not pay the expense of such removal and pay all storage charges within ten (10) days thereafter, the Principal Representative may, upon ten (10) days' written Notice, sell such material at auction or at private sale and account for the net proceeds thereof, after deducting all costs and expenses which should have been borne by the Contractor. If the Contractor shall commence and diligently pursue such removal and replacement before the expiration of the seven-day period, or if the Contractor shall show good

cause in conjunction with submittal of a revised CPM schedule showing when the Work will be performed and why such removal of condemned Work should be scheduled for a later date, the Principal Representative shall not proceed to remove or replace the condemned Work.

If the Contractor disagrees with the Notice to remove Work or materials condemned or declared irreparably defective, the Contractor may request facilitated negotiation of the issue and the Principal Representative's right to proceed with removal and to deduct costs and expenses of repair shall be suspended and tolled until such time as the parties meet and negotiate the issue

During construction, whenever the Architect/Engineer has advised the Contractor in writing, in the Specifications, by reference to Article 6, Architect/Engineer Decisions and Judgments, of these General Conditions or elsewhere in the Contract Documents of a need to observe materials in place prior to their being permanently covered up, it shall be the Contractor's responsibility to notify the Architect/Engineer at least forty-eight (48) hours in advance of such covering operation. If the Contractor fails to provide such notification, Contractor shall, at his or her expense, uncover such portions of the Work as required by the Architect/Engineer for observation, and reinstall such covering after observation. When a covering operation is continued from day to day, notification of the commencement of a single continuing covering operation shall suffice for the activity specified so long as it proceeds regularly and without interruption from day to day, in which event the Contractor shall coordinate with the Architect/Engineer regarding the continuing covering operation.

# ARTICLE 31. APPLICATIONS FOR PAYMENTS

# A. CONTRACTOR'S SUBMITTALS

On or before the first day of each month and no more than five days prior thereto, the Contractor may submit applications for payment for the Work performed during such month covering the portion of the Work completed as of the date indicated, and payments on account of this Contract shall be due per C.R.S. § 24-30-202(24) (correct notice of amount due), within forty-five (45) days of receipt by the Principal Representative of application for payments that have been certified by the Architect/Engineer. The Contractor shall submit the application for payment to the Architect/Engineer on State forms SBP-7.2, Certificate for Contractor's Payment, or such other format as the State Buildings Program shall approve, in an itemized format in accordance with the schedule of values or a cost loaded CPM schedule when required, supported to the extent reasonably required by the Architect/Engineer or the Principal Representative by receipts or other vouchers, showing payments for materials and labor, prior payments and payments to be made to Subcontractors and such other evidence of the Contractor's right to payments as the Architect/Engineer or Principal Representative may direct.

If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Principal Representative's title to such material or otherwise adequately protect the Principal Representative's interests, and shall provide proof of insurance whenever requested by the Principal Representative or the Architect/Engineer, and shall be subject to the right to inspect the materials at the request of either the Architect/Engineer or the Principal Representative.

All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error.

## B. ARCHITECT/ENGINEER CERTIFICATION

In accordance with the Architect/Engineer's agreement with the Principal Representative, the Architect/Engineer after appropriate observation of the progress of the Work shall certify to the Principal Representative the amount that the Contractor is entitled to, and forward the application to the Principal Representative. If the Architect/Engineer certifies an amount different from the amount requested or otherwise alters the Contractor's application for payment, a copy shall be forwarded to the Contractor.

If the Architect/Engineer is unable to certify all or portions of the amount requested due to the absence or lack of required supporting evidence, the Architect/Engineer shall advise the Contractor of the

deficiency. If the deficiency is not corrected at the end of ten (10) days, the Architect/Engineer may either certify the remaining amounts properly supported to which the Contractor is entitled, or return the application for payment to the Contractor for revision with a written explanation as to why it could not be certified.

#### C. RETAINAGE WITHHELD

Unless otherwise provided in the Supplementary General Conditions, an amount equivalent to five percent (5%) of the amount shown to be due the Contractor on each application for payment shall be withheld until the Work required by the Contract has been performed. The withheld percentage of the contract price of any such Work, improvement, or construction shall be administered according to C.R.S. § 24-91-103, as amended, and C.R.S. § 38-26-107, as amended, and Article 31D, shall be retained until the Work or discrete portions of the Work, have been completed satisfactorily, finally or partially accepted, and advertised for final settlement as further provided in Article 41.

#### D. RELEASE OF RETAINAGE

The Contractor may, for satisfactory and substantial reasons shown to the Principal Representative's satisfaction, make a written request to the Principal Representative and the Architect/Engineer for release of part or all of the withheld percentage applicable to the Work of a Subcontractor which has completed the subcontracted Work in a manner finally acceptable to the Architect/Engineer, the Contractor, and the Principal Representative. Any such request shall be supported by a written approval from the Surety furnishing the Contractor's bonds and any surety that has provided a bond for the Subcontractor. The release of any such withheld percentage shall be further supported by such other evidence as the Architect/Engineer or the Principal Representative may require, including but not limited to, evidence of prior payments made to the Subcontractor, copies of the Subcontractor's contract with the Contractor, any applicable warranties, as-built information, maintenance manuals and other customary close-out documentation. Neither the Principal Representative nor the Architect Engineer shall be obligated to review such documentation nor shall they be deemed to assume any obligations to third parties by any review undertaken.

The Contractor's obligation under these General Conditions to guarantee Work for one year from the date of the Notice of Substantial Completion or the date of any Notice of Partial Substantial Completion of the applicable portion or phase of the Project, shall be unaffected by such partial release; unless a Notice of Partial Substantial Completion is issued for the Work subject to the release of retainage.

Any rights of the Principal Representative which might be terminated by or from the date of any final acceptance of the Work, whether at common law or by the terms of this Contract, shall not be affected by such partial release of retainage prior to any final acceptance of the entire Project.

The Contractor remains fully responsible for the Subcontractor's Work and assumes any risk that might arise by virtue of the partial release to the Subcontractor of the withheld percentage, including the risk that the Subcontractor may not have fully paid for all materials, labor and equipment furnished to the Project.

If the Principal Representative considers the Contractor's request for such release satisfactory and supported by substantial reasons, the Architect/Engineer shall make a "final inspection" of the applicable portion of the Project to determine whether the Subcontractor 's Work has been completed in accordance with the Contract Documents. A final punch list shall be made for the Subcontractor's Work and the procedures of Article 41, Completion, Final Inspection, Acceptance and Settlement, shall be followed for that portion of the Work, except that advertisement of the intent to make final payment to the Subcontractor shall be required only if the Principal Representative has reason to believe that a supplier or Subcontractor to the Subcontractor for which the request is made, may not have been fully paid for all labor and materials furnished to the Project.

# ARTICLE 32. CERTIFICATES FOR PAYMENTS

State Form SBP-7.2, Certificate For Contractor's Payment, and its continuation detail sheets, when submitted, shall constitute the Certificate of Contractor's Application for Payment, and shall be a representation by the

Contractor to the Principal Representative that the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and materials for which payment is requested have been incorporated into the Project except as noted in the application. If requested by the Principal Representative the Certificate of Contractor's Application for Payment shall be sworn under oath and notarized.

# ARTICLE 33. PAYMENTS WITHHELD

The Architect/Engineer, the Principal Representative or State Buildings Program may withhold, or on account of subsequently discovered evidence nullify, the whole or any part of any application on account of, but not limited to any of the following:

- 1. Defective Work not remedied;
- 2. Claims filed or reasonable evidence indicating probable filing of claims;
- 3. Failure of the Contractor to make payments to Subcontractors for material or labor;
- 4. A reasonable doubt that the Contract can be completed for the balance of the contract price then unpaid;
- 5. Damage or injury to another contractor or any other person, persons or property except to the extent of coverage by a policy of insurance;
- 6. Failure to obtain necessary permits or licenses or to comply with applicable laws, ordinances, codes, rules or regulations or the directions of the Architect/Engineer;
- 7. Failure to submit a monthly construction schedule;
- 8. Failure of the Contractor to keep Work progressing in accordance with the time schedule;
- 9. Failure to keep a superintendent on the Work;
- 10. Failure to maintain as built drawings of the Work in progress;
- 11. Unauthorized deviations by the Contractor from the Contract Documents; or
- 12. On account of liquidated damages.

In addition, the Architect Engineer, Principal Representative or State Buildings Program may withhold or nullify the whole or any part of any application for any reason noted elsewhere in these General Conditions of the Contractor's Design/Bid/Build Agreement. Nullification shall mean reduction of amounts shown as previously paid on the application. The amount withheld or nullified may be in such amount as the Architect/Engineer or the Principal Representative estimates to be required to allow the State to accomplish the Work, cure the failure and cover any damages or injuries, including an allowance for attorneys' fees and costs where appropriate. When the grounds for such withholding or nullifying are removed, payment shall be made for the amounts thus withheld or nullified on such grounds.

# ARTICLE 34. DEDUCTIONS FOR UNCORRECTED WORK

If the Architect/Engineer and the Principal Representative deem it inexpedient to correct Work damaged or not performed in accordance with the Contract Documents, the Principal Representative may, after consultation with the Architect/Engineer and ten (10) days' Notice to the Contractor of intent to do so, make reasonable reductions from the amounts otherwise due the Contractor on the next application for payment. Notice shall specify the amount or terms of any contemplated reduction. The Contractor may during this period correct or perform the Work. If the Contractor does not correct or perform the Work, an equitable deduction from the Contract sum shall be made by Change Order, in accordance with Article 35, Changes in The Work, unilaterally if necessary. If either party elects' facilitation of this issue after Notice is given, the ten-day (10) notice period shall be extended and tolled until facilitation has occurred.

# ARTICLE 35. CHANGES IN THE WORK

The Principal Representative may designate, without invalidating the Agreement, and with the approval of State Buildings Program and the State Controller, may order extra Work or make changes with or without the consent of the Contractor as hereafter provided, by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly. All such changes in the Work shall be within the general scope of and be executed under the conditions of the Contract, except that any claim for extension of time made necessary due to the change or any claim of other delay or other impacts caused by or resulting from the change in the Work shall be presented by the Contractor and adjusted by Change Order to the extent known at the time such change is ordered and before proceeding with the extra or changed Work. Any claims for extension of

time or of delay or other impacts, and any costs associated with extension of time, delay or other impacts, which are not presented before proceeding with the change in the Work, and which are not adjusted by Change Order to the extent known, shall be waived.

The Architect/Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Contract Documents, but otherwise, except in an emergency endangering life or property, no extra Work or change in the Contract Documents shall be made unless by 1) a written Change Order, approved by the Principal Representative, State Buildings Program, and the State Controller prior to proceeding with the changed Work; or 2) by an Emergency Field Change Order approved by the Principal Representative and State Buildings Program as hereafter provided in Article 35C, Emergency Field Ordered Changed Work; or 3) by an allocation in writing of any allowance already provided in the encumbered contract amount, the Contract sum being later adjusted to decrease the Contract sum by any unallocated or unexpended amounts remaining in such allowance. No change to the Contract sum shall be valid unless so ordered.

## A. THE VALUE OF CHANGED WORK

- 1. The value of any extra Work or changes in the Work shall be determined by agreement in one or more of the following ways:
  - a. By estimate and acceptance of a lump-sum amount;
  - b. By unit prices specified in the Agreement, or subsequently agreed upon, that are extended by specific quantities;
  - c. By actual cost plus a fixed fee in a lump sum amount for profit, overhead and all indirect and off-site home office costs, the latter amount agreed upon in writing prior to starting the extra or changed Work.
- 2. Where the Contractor and the Principal Representative cannot agree on the value of extra Work, the Principal Representative may order the Contractor to perform the changes in the Work and a Change Order may be unilaterally issued based on an estimate of the change in the Work prepared by the Architect/Engineer. The value of the change in the Work shall be the Principal Representative's determination of the amount of equitable adjustment attributable to the extra Work or change. The Principal Representative's determination shall be subject to appeal by the Contractor pursuant to the claims process in Article 36, Claims.
- 3. Except as otherwise provided in Article 35B, Detailed Breakdown, the Cost Principles of the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall govern all Contract changes.

## B. DETAILED BREAKDOWN

In all cases where the value of the extra or changed Work is not known based on unit prices in the Contractor's bid or the Agreement, a detailed change proposal shall be submitted by the Contractor on a Change Order Proposal (SC-6.312), or in such other format as the State Buildings Program approves, with which the Principal Representative may require an itemized list of materials, equipment and labor, indicating quantities, time and cost for completion of the changed Work.

Such detailed change proposals shall be stated in lump sum amounts and shall be supported by a separate breakdown, which shall include estimates of all or part of the following when requested by the Architect/Engineer or the Principal Representative:

- 1. Materials, indicating quantities and unit prices including taxes and delivery costs if any (separated where appropriate into general, mechanical and electrical and/or other Subcontractors' Work; and the Principal Representative may require in its discretion any significant subcontract costs to be similarly and separately broken down).
- 2. Labor costs, indicating hourly rates and time and labor burden to include Social Security and other payroll taxes such as unemployment, benefits and other customary burdens.

- 3. Costs of project management time and superintendence time of personnel stationed at the site, and other field supervision time, but only where a time extension, other than a weather delay, is approved as part of the Change Order, and only where such project management time and superintendence time is directly attributable to and required by the change; provided however that additional cost of on-site superintendence shall be allowable whenever in the opinion of the Architect/Engineer the impact of multiple change requests to be concurrently performed will result in inadequate levels of supervision to assure a proper result unless additional superintendence is provided.
- 4. Construction equipment (including small tools). Expenses for equipment and fuel shall be based on customary commercially reasonable rental rates and schedules. Equipment and hand tool costs shall not include the cost of items customarily owned by workers.
- 5. Workers' compensation costs, if not included in labor burden.
- 6. The cost of commercial general liability and property damage insurance premiums but only to the extent charged the Contractor as a result of the changed Work.
- 7. Overhead and profit, as hereafter specified.
- 8. Builder's risk insurance premium costs.
- 9. Bond premium costs.
- 10. Testing costs not otherwise excluded by these General Conditions.
- 11. Subcontract costs.

Unless modified in the Supplementary General Conditions, overhead and profit shall not exceed the percentages set forth in the table below.

	OVERHEAD	PROFIT	COMMISSION
To the Contractor or to Subcontractors for the portion of Work performed with their own forces:	10%	5%	0%
To the Contractor or to Subcontractors for Work performed by others at a tier immediately below either of them:	5%	0%	5%

Overhead shall include: a) insurance premium for policies not purchased for the Project and itemized above, b) home office costs for office management, administrative and supervisory personnel and assistants, c) estimating and change order preparation costs, d) incidental job burdens, e) legal costs, f) data processing costs, g) interest costs on capital, h) general office expenses except those attributable to increased rental expenses for temporary facilities, and all other indirect costs, but shall not include the Social Security tax and other direct labor burdens. The term "Work" as used in the proceeding table shall include labor, materials and equipment and the "Commission" shall include all costs and profit for carrying the subcontracted Work at the tiers below except direct costs as listed in items 1 through 11 above if any.

On proposals for Work involving both additions and credits in the amount of the Contract sum, the overhead and profit will be allowed on the net increase only. On proposals resulting in a net deduct to the amount of the Contract sum, profit on the deducted amount shall be returned to the Principal Representative at fifty percent (50%) of the rate specified. The inadequacy of the profit specified shall not be a basis for refusal to submit a proposal.

Except in the case of Change Orders or Emergency Field Change Orders agreed to on the basis of a lump sum amount or unit prices as described in paragraphs 35A1 and 35A2 above, The Value of Changed Work, the Contractor shall keep and present a correct and fully auditable account of the several items of cost, together with vouchers, receipts, time cards and other proof of costs incurred, summarized on a Change Order form (SC-6.31) using such format for supporting documentation as the Principal Representative and State Buildings Program approve. This requirement applies equally to Work done by Subcontractors. Only auditable costs shall be reimbursable on Change Orders where the value is determined on the basis of actual cost plus a fixed fee pursuant to paragraph 35A3 above,

or where unilaterally determined by the Principal Representative on the basis of an equitable adjustment in accordance with the Procurement Rules, as described above in Article 35A, The Value Of Changed Work.

Except for proposals for Work involving both additions and credits, changed Work shall be adjusted and considered separately for Work either added or omitted. The amount of adjustment for Work omitted shall be estimated at the time it is directed to be omitted, and when reasonable to do so, the agreed adjustment shall be reflected on the schedule of values used for the next Contractor's application for payment.

The Principal Representative reserves the right to contract with any person or firm other than the Contractor for any or all extra Work; however, unless specifically required in the Contract Documents, the Contractor shall have no responsibility without additional compensation to supervise or coordinate the Work of persons or firms separately contracted by the Principal Representative.

## C. HAZARDOUS MATERIALS

- 1. The Principal Representative represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Contractor could reasonably encounter in its performance of the Work. In the event the Principal Representative so discovers hazardous substances, the Principal Representative shall render harmless such hazards before the Contractor commences the Work.
- 2. In the event the Contractor encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Principal Representative, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated biphenyl (PCB) and any or all of those substances defined as "hazardous substance", "hazardous waste", or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not therefore be resumed except by written agreement of the Principal Representative and the Contractor, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the Principal Representative and the Contractor.

# 3. The contractor shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.

## D. EMERGENCY FIELD CHANGE ORDERED WORK

The Principal Representative, without invalidating the Agreement, and with the approval of State Buildings Program and without the approval of the State Controller, may order extra Work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay. Such changes in the Work may be directed through issuance of an Emergency Field Change Order signed by the Contractor, the Principal Representative (or by a designee specifically appointed to do so in writing), and approved by the Director of State Buildings Program or his or her delegate. The change shall be directed using an Emergency Field Change Order form (SC-6.31E).

If the amount of the adjustment of the Contract price and time for completion can be determined at the time of issuance of the Emergency Field Change Order, those adjustments shall be reflected on the face of the Emergency Field Change Order. Otherwise, the Emergency Field Change Order shall reflect a not to exceed (NTE) amount for any schedule adjustment (increasing or decreasing the time for completion) and an NTE amount for any adjustment to Contract sum, which NTE amount shall represent the maximum amount of adjustment to which the Contractor will be entitled, including direct and indirect costs of changed Work, as well as any direct or indirect costs attributable to delays, inefficiencies or other impacts arising out of the change. Emergency Field Change Orders directed in accordance with this provision need not bear the approval signatures of the State Controller.

On Emergency Field Change Orders where the price and schedule have not been finally determined, the Contractor shall submit final costs for adjustment as soon as practicable. No later than seven (7) days after issuance, except as otherwise permitted, and every seven days thereafter, the Contractor shall report all costs to the Principal Representative and the Architect/Engineer. The final adjustment of the Emergency Field Change Order amount and the adjustment to the Project time for completion shall be prepared on a normal Change Order from (SC-6.31) in accordance with the procedures described in Article 35A, The Value of Changed Work, and B, Detailed Breakdown, above. Unless otherwise provided in writing signed by the Director of State Buildings Program to the Principal Representative and the Contractor, describing the extent and limits of any greater authority, individual Emergency Field Change Orders shall not be issued for more than \$25,000, nor shall the cumulative value of Emergency Field Change Orders exceed an amount of \$100,000.

## E. APPROPRIATION LIMITATIONS - C.R.S. § 24-91-103.6, as amended

The amount of money appropriated, as shown on the Contractor's Design/Bid/Build Agreement (SC 6.21), is equal to or in excess of the Contract amount. No Change Order, Emergency Field Change Order, or other type of order or directive shall be issued by the Principal Representative, or any agent acting on his or her behalf, which directs additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, as shown on the Agreement (SC-6.21), unless one of the following occurs: (1) the Contractor is provided written assurance from the Principal Representative that sufficient additional lawful appropriations exist to cover the cost of the additional Work; or (2) the Work is covered by a contractor remedy provision under the Contract, such as a claim for extra cost. By way of example only, no assurance is required for any order, directive or instruction by the Architect/Engineer or the Principal Representative to perform Work which is determined to be within the performance required by the Contract Documents; the Contractor's remedy shall be as described elsewhere in these General Conditions.

Written assurance shall be in the form of an Amendment to the Contract reciting the source and amount of such appropriation available for the Project. No remedy granting provision of this Contract shall obligate the Principal Representative to seek appropriations to cover costs in excess of the amounts recited as available to pay for the Work to be performed.

## ARTICLE 36. CLAIMS

It is the intent of these General Conditions to provide procedures for speedy and timely resolution of disagreements and disputes at the lowest level possible. In the spirit of on the job resolution of job site issues, the parties are encouraged to use the partnering processes of Article 2D, Partnering, Communications and Cooperation, before turning to the more formal claims processes described in this Article 36, Claims. The use of non-binding dispute resolution, whether through the formal processes described in Article 39, Non-Binding Dispute Resolution – Facilitated Negotiations, or through less formal alternative processes developed as part of a partnering plan, are also encouraged. Where such process cannot resolve the issues in dispute, the claims process that follows is intended to cause the issues to be presented, decided and where necessary, documented in close proximity to the events from which the issues arise. To that end, and in summary of the remedy granting process that follows commencing with the next paragraph of this Article 36, Claims, the Contractor shall 1) first, seek a decision by the Architect/Engineer, and 2) shall second, informally present the claim to Principal Representative as described hereafter, and 3) failing resolution in the field, give Notice of intent to exercise statutory rights of review of a formal contract controversy, and 4) seek resolution outside the

Contract as provided by the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

If the Contractor claims that any instructions, by detailed drawings, or otherwise, or any other act or omission of the Architect/Engineer or Principal Representative affecting the scope of the Contractor's Work, involve extra cost, extra time or changes in the scope of the Work under this Contract, the Contractor shall have the right to assert a claim for such costs or time, provided that before either proceeding to execute such Work (except in an emergency endangering life or property), or filing a Notice of claim, the Contractor shall have obtained or requested a written decision of the Architect/Engineer following the procedures as provided in Article 6A and B, Architect/Engineer Decisions and Judgments, respectively; provided, however, that in the case of a directed change in the Work pursuant to Article 35, no written judgment or decision of the Architect/Engineer is required. If the Contractor shall give Notice in accordance with Article 38, Delays and Extensions of Time.

Unless it is the Architect/Engineer's judgment and determination that the Work is not included in the performance required by the Contract Documents, the Contractor shall proceed with the Work as originally directed. Where the Contractor's claim involves a dispute concerning the value of Work unilaterally directed pursuant to Article 35.A.2 the Contractor shall also proceed with the Work as originally directed while his or her claim is being considered.

The Contractor shall give the Principal Representative and the Architect/Engineer Notice of any claim promptly after the receipt of the Architect/Engineer's decision, but in no case later than three (3) business days after receipt of the Architect/Engineer's decision (or no later than ten (10) days from the date of the Contractor's request for a decision when the Architect/Engineer fails to decide as provided in Article 6). The Notice of claim shall state the grounds for the claim and the amount of the claim to the extent known in accordance with the procedures of Article 35, Changes in the Work. The period in which Notice must be given may be extended by the Principal Representative if requested in writing by the Contractor with good cause shown, but any such extension to be effective shall be in writing.

The Principal Representative shall respond in writing, with a copy to the Architect/Engineer, within a reasonable time, and except where a request for facilitation of negotiation has been made as hereafter provided, in no case later than seven (7) business days (or at such other time as the Contractor and Principal Representative agree) after receipt of the Contractor's Notice of claim regarding such instructions or alleged act or omission. If no response to the Contractor's claim is received within seven (7) business days of Contractor's Notice (or at such other time as the Contractor and Principal Representative agree) and the instructions have not been retracted, it shall be deemed that the Principal Representative has denied the claim.

The Principal Representative may grant or deny the claim in whole or in part, and a Change Order shall be issued if the claim is granted. To the extent any portion of claim is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. Except in the case of a deemed denial, the Principal Representative shall provide a written explanation regarding any portion of the Contractor's claim that is denied.

If the Contractor disagrees with the Principal Representative's judgment and determination on the claim and seeks an equitable adjustment of the Contract sum or time for performance, he or she shall give Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy within ten (10) days of receipt of the Principal Representative's decision denying the claim. A "contract controversy," as such term is used in the Colorado Procurement Code or the applicable procurement code for institutions of higher education, shall not arise until the initial claim process described above in this Article 36 has been properly exhausted by the Contractor. The Contractor's failure to proceed with Work directed by the Architect/Engineer or to exhaust the claim process provided above in this Article 36, shall constitute an abandonment of the claim by the Contractor and a waiver of the right to contest the decision in any forum.

At the time of filing the Notice of intent to exercise his or her statutory right to seek a decision on the contract controversy, the Contractor may request that the Principal Representative defer a decision on the contract controversy until a later date or until the end of the Project. If the Principal Representative agrees, he or she shall so advise the Contractor in writing. If no such request is made, or if the Principal Representative does not agree to such a request, the Principal Representative shall render a written decision within twenty (20) business days and advise the Contractor of the reasons for any denial. Unless the claim has been decided by the Principal Representative (as opposed to delegates of the Principal Representative), the person who renders the decision on this statutory contract controversy shall not be the same person who decided the claim. To the extent any portion of the contract controversy is granted where costs are not clearly shown, the Principal Representative may direct that the value of that portion of the Work be determined by any method allowed in Article 35A, The Value of Changed Work. In the event of a denial the Principal Representative shall give Notice to the Contractor of his or her right to administrative and judicial reviews as provided in the Colorado Procurement Code or the applicable procurement code for institutions of higher education. If no decision regarding the contract controversy is issued within twenty (20) business days of the Contractor's giving Notice (or such other date as the Contractor and Principal Representative have agreed), and the instructions have not been retracted or the alleged act or omission have not been corrected, it shall be deemed that the Principal Representative has ruled by denial on the contract controversy. Except in the case of a deemed denial, the Principal Representative shall provide an explanation regarding any portion of the contract controversy that involves denial of the Contractor's claim.

Either the Contractor or the Principal Representative may request facilitation of negotiations concerning the claim or the contract controversy, and if requested, the parties shall consult and negotiate before the Principal Representative decides the issue. Any request for facilitation by the Contractor shall be made at the time of the giving of Notice of the claim or Notice of the contract controversy. Facilitation shall extend the time for the Principal Representative to respond by commencing the applicable period at the completion of the facilitated negotiation, which shall be the last day of the parties' meeting, unless otherwise agreed in writing.

Disagreement with the decision of the Architect Engineer, or the decision of the Principal Representative to deny any claim or denying the contract controversy, shall not be grounds for the Contractor to refuse to perform the Work directed or to suspend or terminate performance. During the period that any claim or contract controversy decision is pending under this Article 36, Claims, the Contractor shall proceed diligently with the Work directed.

In all cases where the Contractor proceeds with the Work and seeks equitable adjustment by filing a claim and or statutory appeal, the Contractor shall keep a correct account of the extra cost, in accordance with Article 35B, Detailed Breakdown supported by receipts. The Principal Representative shall be entitled to reject any claim or contract controversy whenever the foregoing procedures are not followed and such accounts and receipts are not presented.

The payments to the Contractor in respect of such extra costs shall be limited to reimbursement for the current additional expenditure by the Contractor made necessary by the change in the Work, plus a reasonable amount for overhead and profit, determined in accordance with Article 35B, Detailed Breakdown, determined solely with reference to the additional Work, if any, required by the change.

# ARTICLE 37. DIFFERING SITE CONDITIONS

## A. NOTICE IN WRITING

The Contractor shall promptly, and where possible before conditions are disturbed, give the Architect/Engineer and the Principal Representative Notice in writing of:

- 1. subsurface or latent physical conditions at the site differing materially from those indicated in or reasonably assumed from the information provided in the Contract Documents; and,
- 2. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Architect/Engineer shall promptly investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor 's costs of performance of

any part of the Work required by the Contract Documents, whether or not such Work is changed as a result of such conditions, an equitable adjustment shall be made and the Contract sum shall be modified in accordance with Article 35, Changes in the Work.

If the time required for completion of the Work affected by such materially differing conditions will extend the Work on the critical path as indicated on the CPM schedule, the time for completion shall also be equitably adjusted.

#### B. LIMITATIONS

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the Notice required in Article 37A, Notice in Writing, above. The time prescribed for presentation and adjustment in Articles 36, Claims and 38, Delays and Extensions of Time, shall be reasonably extended by the State to the extent required by the nature of the differing conditions; provided, however, that even when so extended no claim by the Contractor for an equitable adjustment hereunder shall be allowed if not quantified and presented prior to the date the Contractor requests a final inspection pursuant to Article 41A, Notice Of Completion.

#### ARTICLE 38. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the State of Colorado or the Architect/Engineer, or of any employee or agent of either, or by any separately employed Contractor or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any other causes beyond the Contractor's control, including weather delays as defined below, the time of Completion of the Work shall be extended for a period equal to such portion of the period of delays directly affecting the completion of the Work as the Contractor shall be able to show he or she could not have avoided by the exercise of due diligence.

The Contractor shall provide Notice in writing to the Architect/Engineer, the Principal Representative and State Buildings Program within three (3) business days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) business days after the period of such delay has ceased, otherwise, any claim for an extension of time is waived.

Provided that the Contractor has submitted reasonable schedules for approval when required by Article 12, Requests for Information and Schedules, if no schedule is agreed to fixing the dates on which the responses to requests for information or detail drawings will be needed, or Shop Drawings, Product Data or Samples are to be reviewed as required or allowed by Article 12B, Schedules, no extension of time will be allowed for the Architect/ Engineer's failure to furnish such detail drawings as needed, or for the failure to initially review Shop Drawings, Product Data or Samples, except in respect of that part of any delay in furnishing detail drawings or instructions extending beyond a reasonable period after written demand for such detailed drawings or instructions is received by the Architect/Engineer. In any event, any claim for an extension of time for such cause will be recognized only to the extent of delay directly caused by failure to furnish detail drawings or instructions or to review Shop Drawings, Product Data or Samples, Product Data or Samples.

All claims for extension of time due to a delay claimed to arise or result from ordered changes in the scope of the Work, or due to instructions claimed to increase the scope of the Work, shall be presented to the Architect/Engineer, the Principal Representative and State Buildings Program as part of a claim for extra cost, if any, in accordance with Article 36, Claims, and in accordance with the Change Order procedures required by Article 35, Changes in The Work.

Except as otherwise provided in this paragraph, no extension of time shall be granted when the Contractor has failed to utilize a CPM schedule or otherwise identify the Project's critical path as specified in Article 12, Requests for Information and Schedules, or has elected not to do so when allowed by the Supplementary General Conditions or the Specifications to use less sophisticated scheduling tools, or has failed to maintain such a schedule. Delay directly affecting the completion of the Work shall result in an extension of time only to the extent that completion of the Work was affected by impacts to the critical path shown on Contractor's CPM schedule. Where the circumstances make it indisputable in the opinion of the Architect/Engineer that

the delay affected the completion of the Work so directly that the additional notice of the schedule impact by reference to a CPM schedule was unnecessary, a reasonable extension of time may be granted.

Extension of the time for completion of the Work will be granted for delays due to weather conditions only when the Contractor demonstrates that such conditions were more severe and extended than those reflected by the ten-year average for the month, as evidenced by the Climatological Data, U. S. Department of Commerce, for the Project area.

Extensions of the time for completion of the Work due to weather will be granted on the basis of one and three tenths (1.3) calendar days for every day that the Contractor would have Worked but was unable to Work, with each separate extension figured to the nearest whole calendar day.

For weather delays and delays caused by events, acts or omissions not within the control of the Principal Representative or any person acting on the Principal Representative's behalf, the Contractor shall be entitled to an extension of time only and shall not be entitled to recovery of additional cost due to or resulting from such delays. This Article does not, however, preclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

## ARTICLE 39. NON-BINDING DISPUTE RESOLUTION – FACILITATED NEGOTIATIONS

The Contractor and Principal Representative agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them or any decision of the Architect/Engineer. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed; provided, however, that either party may request the director of State Buildings Program to appoint such a person, who, if appointed, shall be accepted for this purpose by both the Contractor and the Principal Representative.

The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.

Any dispute, claim, question or disagreement arising from or relating to the Contract or an alleged breach of the Contract may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.

The obligation to participate in facilitated negotiations shall be as described above and elsewhere in these General Conditions, as by way of example in Article 36, Claims, or Article 34, Deductions for Uncorrected Work and to the extent not more particularly described or limited elsewhere, each party's obligations shall be as follows:

- 1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
- 2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
- 3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
- 4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;

- 5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;
- 6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available, including the Architect/Engineer;
- 7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
- 8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) this Article 39, Facilitated Negotiation, no more than three times during the course of the Project;
- 9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and the Principal Representative shall direct the Architect/Engineer to appropriately document any resolution or agreement reached and to execute any Amendment or Change Order to the Contract necessary to implement their agreement; and,
- 10. any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.

In accordance with State Fiscal Rules and Article 52F, Choice of Law; No Arbitration, nothing in this Article 39 shall be deemed to call for arbitration or otherwise obligate the State to participate in any form of binding alternative dispute resolution.

A partnering plan developed as described in Article 2D, Communications and Cooperation, may modify or expand the requirements of this Article but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small projects estimated to be valued under \$500,000, the requirements of this Article may be deleted from this Contract, by modification in Article 7 (Contractor's Agreement SC-6.21), Optional Provisions and Elections. When so modified, the references to the parties' right to elect facilitated negotiation elsewhere in these General Conditions shall be deleted.

# ARTICLE 40. RIGHT OF OCCUPANCY

The Principal Representative shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Contractor shall fully cooperate with the Principal Representative to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the Work.

Prior to any occupancy of the Project, an inspection shall be made by the Principal Representative, State Buildings Program and the Contractor. Such inspection shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The inspection shall also document existing finish conditions to allow assessment of any damage by occupants. The Contractor shall assist the Principal Representative in completing and executing State Form SBP-01, Approval of Occupancy/Use, prior to the Principal Representative's possession and use. Any and all areas so occupied will be subject to a final inspection when the Contractor complies with Article 41, Completion, Final Inspection, Acceptance and Settlement.

# ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT

A. NOTICE OF COMPLETION

When the Work, or a discrete physical portion of the Work (as hereafter described) which the Principal Representative has agreed to accept separately, is substantially complete and ready for final inspection, the Contractor shall file a written Notice with the Architect/Engineer that the Work, or such discrete physical portion, in the opinion of the Contractor, is substantially complete under the terms of the Contract. The Contractor shall prepare and submit with such Notice a comprehensive list of items to be completed or corrected prior to final payment, which shall be subject to review and additions as the

Architect/Engineer or the Principal Representative shall determine after inspection. If the Architect/Engineer or the Principal Representative believe that any of the items on the list of items submitted, or any other item of Work to be corrected or completed, or the cumulative number of items of Work to be corrected or completed, will prevent a determination that the Work is substantially complete, those items shall be completed by the Contractor and the Notice shall then be resubmitted.

#### B. FINAL INSPECTION

Within ten (10) days after the Contractor files written Notice that the Work is substantially complete, the Architect/Engineer, the Principal Representative, and the Contractor shall make a "final inspection" of the Project to determine whether the Work is substantially complete and has been completed in accordance with the Contract Documents. State Buildings Program shall be notified of the inspection not less than three (3) business days in advance of the inspection. The Contractor shall provide the Principal Representative and the Architect/Engineer an updated punch list in sufficient detail to fully outline the following:

- 1. Work to be completed, if any; and
- 2. Work not in compliance with the Drawings or Specifications, if any.

A final punch list shall be made by the Architect/Engineer in sufficient detail to fully outline to the Contractor:

- 1. Work to be completed, if any;
- 2. Work not in compliance with the Drawings or Specifications, if any; and
- 3. unsatisfactory Work for any reason, if any.

The required number of copies of the final punch list will be countersigned by the authorized representative of the Principal Representative and will then be transmitted by the Architect/Engineer to the Contractor, the Principal Representative, and State Buildings Program. The Architect/Engineer's final punch list shall control over the Contractor's preliminary punch list.

#### C. NOTICE OF SUBSTANTIAL COMPLETION

Notice of Substantial Completion shall establish the date of substantial completion of the Project. The Contractor acknowledges and agrees that because the departments, agencies and institutions of the State of Colorado are generally involved with the business of the public at large, greater care must be taken in establishing the date of substantial completion than might otherwise be the case to ensure that a project or building or discrete physical portion of the Work is fully usable and safe for public use, and that such care necessarily raises the standard by which the concept of substantial completion is applied for a public building.

The Notice of Substantial Completion shall not be issued until the following have been fully established:

- 1. All required building code inspections have been called for and the appropriate code officials have affixed their signatures to the Building Inspection Record indicating successful completion of all required code inspections;
- 2. All required corrections noted on the Building Inspection Record shall have been completed unless the Architect/Engineer, the Principal Representative and State Buildings Program, in their complete and absolute discretion, all concur that the condition requiring the remaining correction is not in any way life threatening, does not otherwise endanger persons or property, and does not result in any undue inconvenience or hardship to the Principal Representative or the public;
- 3. The building, structure or Project can be fully and comfortably used by the Principal Representative and the public without undue interference by the Contractor's employees and Workers during the completion of the final punch list taking into consideration the nature of the public uses intended and taking into consideration any stage or level of completion of HVAC system commissioning or other system testing required by the Specifications to be completed prior to issuance of the Notice of Substantial Completion;

- 4. The Project has been fully cleaned as required by these General Conditions, and as required by any stricter requirements of the Specifications, and the overall state of completion is appropriate for presentation to the public; and
- 5. The Contractor has provided a schedule for the completion of each and every item identified on the punch list which specifies the Subcontractor or trade responsible for the Work, and the dates the completion or correction of the item will be commenced and finished; such schedule will show completion of all remaining final punch list items within the period indicated in the Contract for final punch list completion prior to Final Acceptance, with the exception of only those items which are beyond the control of the Contractor despite due diligence. The schedule shall provide for a reasonable punch list inspection process. Unless liquidated damages have been specified in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), the cost to the Principal Representative, if any, for re-inspections due to failure to adhere to the Contractor's proposed punch-list completion schedule shall be the responsibility of the Contractor and may be deducted by the Principal Representative from final amounts due to the Contractor.

Substantial completion of the entire Project shall not be conclusively established by a decision by the Principal Representative to take possession and use of a portion, or all of the Project, where portions of the Project cannot meet all the criteria noted above. Notice of Substantial Completion for the entire Project shall, however, only be withheld for substantial reasons when the Principal Representative has taken possession and uses all of the Project in accordance with the terms of Article 40, Right of Occupancy. Failure to furnish the required completion schedule shall constitute a substantial reason for withholding the issuance of any Notice of Substantial Completion.

The Contractor shall have the right to request a final inspection of any discrete physical portion of the Project when in the opinion of the Principal Representative, The Architect/Engineer and State Buildings Program a final punch list can be reasonably prepared, without confusion as to which portions of the Project are referred to in any subsequent Notice of Partial Final Settlement which might be issued after such portion is finally accepted. Discrete physical portions of the Project may be, but shall not necessarily be limited to, such portions of the Project as separate buildings where a Project consists of multiple buildings. Similarly, an addition to an existing building where the Project also calls for renovation or remodeling of the existing building may constitute a discrete physical portion of the Project. In such circumstances, when in the opinion of the Principal Representative, the Architect/Engineer and State Buildings Program, the requirements for issuance of a Notice of Substantial Completion can be satisfied with respect to the discrete portion of the Project, a partial Notice of Substantial Completion may be issued for such discrete physical portion of the Project.

## D. NOTICE OF ACCEPTANCE

The Notice of Acceptance shall establish the completion date of the Project. It shall not be authorized until the Contractor shall have performed all of the Work to allow completion and approval of the Pre-Acceptance Checklist (SBP-05).

Where partial Notices of Substantial Completion have been issued, partial Notices of Final Acceptance may be similarly issued when appropriate for that portion of the Work. Partial Notice of Final Acceptance may also be issued to exclude the Work described in Change Orders executed during late stages of the Project where a later completion date for the Change Ordered Work is expressly provided for in the Contract as amended by the Change Order, provided the Work can be adequately described to allow partial advertisement of any Notice of Partial Final Settlement to be issued without confusion as to the Work included for which final payment will be made.

## E. SETTLEMENT

Final payment and settlement shall be made on the date fixed and published for such payment except as hereafter provided. The Principal Representative shall not authorize final payment until all items on the Pre-Acceptance check list (SBP-05) have been completed, the Notice of Acceptance issued, and the Notice of Contractors Settlement published. If the Work shall be substantially completed, but Final Acceptance and completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Principal

Representative in his or her discretion may release all amounts due to the Contractor except such amounts as may be in excess of three times the cost of completing the unfinished Work or the cost of correcting the defective Work, as estimated by the Architect/Engineer and approved by State Buildings Program. Before the Principal Representative may issue the Notice of Contractor's Settlement and advertise the Project for final payment, the Contractor shall have corrected all items on the punch list except those items for which delayed performance is expressly permitted, subject to withholding for the cost thereof, and shall have:

- 1. Delivered to the Principal Representative:
  - a. All guarantees and warranties;
  - b. All statements to support local sales tax refunds, if any;
  - c. Required operating maintenance instructions as per the Principal Representative; and,
  - d. One (1) set of hard copy as-built Contract Documents, and one (1) electronic copy showing all job changes.
- 2. Demonstrated to the operating personnel of the Principal Representative the proper operation and maintenance of all equipment.
- 3. Delivered to the State of Colorado Department of Personnel & Administration in accordance with the Colorado Procurement Code or the applicable procurement code for institutions of higher education:
  - a. A written disclosure of the five most costly goods incorporated into the project, including iron, steel, or related manufactured goods and the total cost and country of origin of those five goods and whether the project was subject to any existing domestic content preferences.

Upon completion of the foregoing the Project shall be advertised in accordance with the Notice of Contractor's Settlement by two publications of Notice, the last publication appearing at least ten (10) days prior to the time of final settlement. Publication and final settlement should not be postponed or delayed solely by virtue of unresolved claims against the Project or the Contractor from Subcontractors, suppliers or materialmen based on good faith disputes; the resolution of the question of payment in such cases being directed by statute.

Except as hereafter provided, on the date of final settlement thus advertised, provided the Contractor has submitted a written Notice to the Architect/Engineer that no claims have been filed, and further provided the Principal Representative shall have received no claims, final payments and settlement shall be made in full. If any unpaid claim for labor, materials, rental machinery, tools, supplies or equipment is filed before payment in full of all sums due the Contractor, the Principal Representative and the State Controller shall withhold from the Contractor on the date established for final settlement, sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his or her duly authorized agent or assignee. The amount so withheld may be in the amount of 125% of the claims or such other amount as the Principal Representative reasonably deems necessary to cover expected legal expenses. Such withheld amounts shall be in addition to any amount withheld based on the cost to compete unfinished Work or the cost to repair defective Work. However, as provided by statute, such funds shall not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action at law shall be commenced within that time to enforce such unpaid claim and a Notice of such action at law shall have been filed with the Principal Representative and the State Controller. At the expiration of the ninety (90) day period, the Principal Representative shall authorize the State Controller to release to the Contractor all other money not the subject of such action at law or withheld based on the cost to compete unfinished Work or the cost to repair defective Work.

Notices of Partial Final Settlement may be similarly advertised, provided all conditions precedent have been satisfied as though that portion of the Work affected stood alone, a Notice of Partial Acceptance

has been issued, and the consent of surety to the partial final settlement has been obtained in writing. Thereafter, partial final payments may be made to the Contractor subject to the same conditions regarding unpaid claims.

# ARTICLE 42. GENERAL WARRANTY AND CORRECTION OF WORK AFTER ACCEPTANCE

The Contractor warrants that the materials used and the equipment furnished shall be new and of good quality unless specified to the contrary. The Contractor further warrants that the Work shall, in all respects, be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects or faulty materials or Workmanship. The Contractor shall be responsible to the Principal Representative for such warranties for the longest period permitted by any applicable statute of limitations.

In addition to these general warranties, and without limitation of these general warranties, for a period of one year after the date of any Notice of Substantial Completion, or any Notice of Partial Substantial Completion if applicable, the Contractor shall remedy defects, and faulty Workmanship or materials, and Work not in accordance with the Contract Documents which was not accepted at the time of the Notice of Final Acceptance, all in accordance with the provisions of Article 44, One-Year Guarantee And Special Guarantees And Warranties.

## ARTICLE 43. LIENS

Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, C.R.S. § 38-26-107, provides adequate relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of the particular public Work in that final payment may not be made to a Contractor until all such creditors have been put on Notice by publication in the public press of such pending payment and given opportunity for a period of up to ninety (90) days to stop payment to the Contractor in the amount of such claims.

## ARTICLE 44. ONE-YEAR GUARANTEE AND SPECIAL GUARANTEES AND WARRANTIES

A. ONE-YEAR GUARANTEE OF THE WORK

The Contractor shall guarantee to remedy defects and repair or replace the Work for a period of one year from the date of the Notice of Substantial Completion or from the dates of any partial Notices of Substantial Completion issued for discrete physical portions of the Work. The Contractor shall remedy any defects due to faulty materials or Workmanship and shall pay for, repair and replace any damage to other Work resulting there from, which shall appear within a period of one year from the date of such Notice(s) of Substantial Completion. The Contractor shall also remedy any deviation from the requirements of the Contract Documents which shall later be discovered within a period of one year from the date of such shall of the Notice of Substantial Completion; provided, however, that the Contractor shall not be required to remedy deviations from the requirements of the Contract Document and accepted by the Architect/Engineer or the Principal Representative at the time of the Notice of Final Acceptance. The Principal Representative shall give Notice of observed defects or other Work requiring correction with reasonable promptness. Such Notice shall be in writing to the Architect/Engineer and the Contractor.

The one year guarantee of the Contractor's Work may run separately for discrete physical portions of the Work for which partial Notices of Substantial Completion have been issued, however, it shall run from the last Notice of Substantial Completion with respect to all or any systems common to the Work to which more than one Notice of Substantial Completion may apply.

This one-year guarantee shall not be construed to limit the Contractor's general warranty described in Article 42, General Warranty and Correction of Work After Acceptance, that all materials and equipment are new and of good quality, unless specified to the contrary, and that the Work shall in all respects be free from material defects not permitted by the Specifications and in accordance with the requirements of the Contract Documents.

#### B. SPECIAL GUARANTEES AND WARRANTIES

In case of Work performed for which product, manufacturers or other special warranties are required by the Specifications, the Contractor shall secure the required warranties and deliver copies thereof to the Principal Representative through the Architect/Engineer upon completion of the Work.

These product, manufacturers or other special warranties, as such, do not in any way lessen the Contractor's responsibilities under the Contract. Whenever guarantees or warranties are required by the Specifications for a longer period than one year, such longer period shall govern.

#### ARTICLE 45. GUARANTEE INSPECTIONS AFTER COMPLETION

The Architect/Engineer, the Principal Representative and the Contractor together shall make at least two (2) complete inspections of the Work after the Work has been determined to be substantially complete and accepted. One such inspection, the "Six-Month Guarantee Inspection," shall be made approximately six (6) months after date of the Notice of Substantial Completion, unless in the case of smaller projects valued under \$500,000 this inspection is declined in Article 7A (Contractor's Agreement SC-6.21), Modification of Article 45, in which case the inspection to occur at six months shall not be required. Another such inspection, the "Eleven-Month Guaranty Inspection" shall be made approximately eleven (11) months after the date of the Notice of Substantial Completion. The Contractor shall schedule and so notify all parties concerned, and the Principal Representative shall so notify State Buildings Program, of these inspections. If more than one Notice of Substantial Completion has been issued at the reasonable discretion of the Principal Representative separate eleven month inspections may be required where the one year guarantees do not run reasonably concurrent.

Written punch lists and reports of these inspections shall be made by the Architect/Engineer and forwarded to the Contractor, the Principal Representative, State Buildings Program, and all other participants within ten (10) days after the completion of the inspections. The punch list shall itemize all guarantee items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Contractor shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report, and shall promptly complete all such remedial Work in a manner satisfactory to the Architect/Engineer, the Principal Representative and State Buildings Program.

If the Contractor fails to promptly correct all deficiencies and defects shown by this report, the Principal Representative may do so, after giving the Contractor ten (10) days written Notice of intention to do so.

The State of Colorado, acting by and through the Principal Representative, shall be entitled to collect from the Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as all damages resulting from such deficiencies and defects.

#### ARTICLE 46. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the parties hereto, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Agreement, and it is understood and agreed that the Work embraced in this Contract shall be commenced at the time specified in the Notice to Proceed (SC-6.26).

It is further agreed that time is of the essence of each and every portion of this Contract, and of any portion of the Work described on the Drawings or Specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever. The parties further agree that where under the Contract additional time is allowed for the completion of the Work or any identified portion of the Work, the new time limit or limits fixed by such extension of the time for completion shall be of the essence of this Agreement.

The Contractor acknowledges that subject to any limitations in the Advertisement for Bids, issued for the Project, the Contractor's bid is consistent with and considers the number of days to substantially complete the Project and the number of days to finally complete the Project to which the parties may have stipulated in the Agreement, which stipulation was based on the Contractor's bid. The Contractor agrees that Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the Project will be

substantially complete, and fully and finally complete, as recognized by the issuance of all required Notices of Substantial Completion and Notices of Final Acceptance, within any times stipulated and specified in the Agreement, as the same may be amended by Change Order or other written modification, and that the Principal Representative will be damaged if the times of completion are delayed.

It is expressly understood and agreed, by and between the parties hereto, that the times for the Substantial Completion of the Work or for the final acceptance of the Work as may be stipulated in the Agreement, and as applied here and in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21), Modifications of Article 46, are reasonable times for these stages of completion of the Work, taking into such consideration all factors, including the average climatic range and usual industrial conditions prevailing in the locality of the building operations.

If the Contractor shall neglect, fail or refuse to complete the Work within the times specified in the Agreement, such failure shall constitute a breach of the terms of the Contract and the State of Colorado, acting by and through the Principal Representative, shall be entitled to liquidated damages for such neglect, failure or refusal, as specified in Article 7.6 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46.

The Contractor and the Contractor's Surety shall be jointly liable for and shall pay the Principal Representative, or the Principal Representative may withhold, the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the entire Project is 1) substantially completed, and the Notice (or all Notices) of Substantial Completion are issued, 2) finally complete and accepted and the Notice (or all Notices) of Acceptance are issued, or 3) both. Delay in substantial completion shall be measured from the Date of the Notice to Proceed and delay in final completion and acceptance shall be measured from the Date of the Notice of Substantial Completion.

In the first instance, specified in Article 7.6.1 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified therein, for each calendar day of delay beginning after the stipulated number of days for Substantial Completion from the date of the Notice to Proceed, until the date of the Notice of Substantial Completion. Unless otherwise specified in any Supplementary General Conditions, in the event of any partial Notice of Substantial Completion, liquidated damages shall accrue until all required Notices of Substantial Completion are issued.

In the second instance, specified in Article 7.6.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, liquidated damages, if any, shall be the amount specified in Article 7.6.2 of the Contractor's Design/Bid/Build Agreement SC-6.21, Modification of Article 46, for each calendar day in excess of the number of calendar days specified in the Contractor's bid for the Project and stipulated in the Agreement to finally complete the Project (as defined by the issuance of the Notice of Acceptance) after the final Notice of Substantial Completion has been issued.

In the third instance, when so specified in both Articles 7.6.1 and 7.6.2 of the Contractor's Agreement SC-6.21, both types of liquidated damages shall be separately assessed where those delays have occurred.

The parties expressly agree that said amounts are a reasonable estimate of the presumed actual damages that would result from any of the breaches listed, and that any liquidated damages that are assessed have been agreed to in light of the difficulty of ascertaining the actual damages that would be caused by any of these breaches at the time this Contract was formed; the liquidated damages in the first instance representing an estimate of damages due to the inability to use the Project; the liquidated damages in the second instance representing an estimate of damages due to the additional administrative, technical, supervisory and professional expenses related to and arising from the extended closeout period including delivery of any or all guarantees and warranties, the submittals of sales and use tax payment forms, the calling for the final inspection and the completion of the final punch list.

The parties also agree and understand that the liquidated damages to be assessed in each instance are separate and distinct, although potentially cumulative, damages for the separate and distinct breaches of delayed substantial completion or final acceptance. Such liquidated damages shall not be avoided by virtue of the fact of concurrent delay caused by the Principal Representative, or anyone acting on behalf of the

Principal Representative, but in such event the period of delay for which liquidated damages are assessed shall be equitably adjusted in accordance with Article 38, Delays and Extensions Of Time.

# ARTICLE 47. DAMAGES

If either party to this Contract shall suffer damage under this Contract in any manner because of any wrongful act or neglect of the other party or of anyone employed by either of them, then the party suffering damage shall be reimbursed by the other party for such damage. Except to the extent of damages liquidated for the Contractor's failure to achieve timely completion as set forth in Article 46, Time of Completion and Liquidated Damages, the Principal Representative shall be responsible for, and at his or her option may insure against, loss of use of any existing property not included in the Work, due to fire or otherwise, however caused. Notwithstanding the foregoing, or any other provision of this Contract, to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-101-101, *et seq.*, CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, *et seq.*, CRS, as now or hereafter amended.

Notice of intent to file a claim under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except that in the case of claims by the Principal Representative involving warranties against faulty Work or materials Notice shall be required only to the extent stipulated elsewhere in these General Conditions. Claims made to the Principal Representative involving extra cost or extra time arising by virtue of instructions to the Contractor to which Article 36, Claims, applies shall be made in accordance with Article 36. Other claims arising under the Contract involving extra cost or extra time which are made to the Principal Representative under this clause shall also be made in accordance with the procedures of Article 36, whether or not arising by virtue of instructions to the Contractor; provided however that it shall not be necessary to first obtain or request a written judgment of the Architect/Engineer.

Provided written Notice of intent to file a claim is provided as required in the preceding paragraph, nothing in this Article shall limit or restrict the rights of either party to bring an action at law or to seek other relief to which either party may be entitled, including consequential damages, if any, and shall not be construed to limit the time during which any action might be brought. Nothing in these General Conditions shall be deemed to limit the period of time during which any action may be brought as a matter of contract, tort, warranty or otherwise, it being the intent of the parties to allow any and all actions at law or in equity for such periods as the law permits. All such rights shall, however be subject to the obligation to assert claims and to appeal denials pursuant to Article 36, Claims, where applicable.

#### ARTICLE 48. STATE'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY DAMAGES

# A. STATE'S RIGHT TO DO THE WORK

If after receipt of Notice to do so, the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, the Principal Representative, after a second seven (7) days' advance written Notice to the Contractor and the Surety may, without prejudice to any other remedy the Principal Representative may have, take control of all or a portion of the Work, as the Principal Representative deems necessary and make good such deficiencies deducting the cost thereof from the payment then or thereafter due the Contractor, as provided in Article 30, Correction Of Work Before Acceptance and Article 33, Payments Withheld, provided, however, that the Architect/Engineer shall approve the amount charged to the Contractor by approval of the Change Order.

## B. TEMPORARY SUSPENSION OF WORK The State, acting for itself or by and through the Architect/Engineer, shall have the authority to suspend the Work, either wholly or in part, for such period or periods as may be deemed necessary due to:

1. Unsuitable weather;

- 2. Faulty Workmanship;
- 3. Improper superintendence or project management;
- 4. Contractor's failure to carry out orders or to perform any provision of the Contract Documents;
- 5: Loss of, or restrictions to, appropriations;
- 6. Conditions, which may be considered unfavorable for the prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the Contractor shall store materials in such manner that they will not become an obstruction or become damaged in any way; and he or she shall take every precaution to prevent damage to or deterioration of the Work, provide suitable drainage and erect temporary structures where necessary.

Notice of suspension of Work shall be provided to the Contractor in writing stating the reasons therefore. The Contractor shall again proceed with the Work when so notified in writing.

The Contractor understands and agrees that the State of Colorado cannot predict with certainty future revenues and could ultimately lack the revenue to fund the appropriations applicable to this Contract. The Contractor further acknowledges and agrees that in such event that State may, upon Notice to the Contractor, suspend the Work in anticipation of a termination of the Contract for the convenience of the State, pursuant to Article 50, Termination for Convenience of State. If the Contract is not so terminated the Contract sum and the Contract time shall be equitably adjusted at the time the Principal Representative directs the Work to be recommenced and gives Notice that the revenue to fund the appropriation is available.

#### C. DELAY DAMAGES

The Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of any claim for extra costs, extra compensation or damages occasioned by hindrances or delays encountered in the Work only when and to the limited extent that such hindrance or delay is caused by an act or omission within the control of the Principal Representative, the Architect/Engineer or other persons or entities acting on behalf of the Principal Representative. Further, the Principal Representative and the State of Colorado shall be liable to the Contractor for the payment of such a claim only if the Contractor has provided required Notice of the delay or impact, or has presented its claim for an extension of time or claim of other delay or other impact due to changes ordered in the Work before proceeding with the changed Work. Except as otherwise provided, claims for extension of time shall be Noticed and filed in accordance with Article 38, Delays and Extensions of Time, within three (3) business days of the beginning of the delay with any claim filed within seven (7) days after the delay has ceased, or such claim is waived. Claims for extension of time or for other delay or other impact resulting from changes ordered in the Work shall be presented and adjusted as provided in Article 35, Changes in the Work.

#### ARTICLE 49. STATE'S RIGHTS TO TERMINATE CONTRACT

#### A. GENERAL

If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed to take over his affairs, or if he or she should fail to prosecute his or her Work with due diligence and carry the Work forward in accordance with the construction schedule and the time limits set forth in the Contract Documents, or if he or she should fail to subsequently perform one or more of the provisions of the Contract Documents to be performed by him, the Principal Representative may serve written Notice on the Contractor and the Surety on performance and payment bonds, stating his or her intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Principal Representative bases his or her right to exercise such remedy.

In such event, unless the matter complained of is satisfactorily cleared within ten (10) days after delivery of such Notice, the Principal Representative may, without prejudice to any other right or remedy, exercise one of such remedies at once, having first obtained the concurrence of the Architect/Engineer in writing that sufficient cause exists to justify such action.

#### B. CONDITIONS AND PROCEDURES

- The Principal Representative may terminate the services of the Contractor, which termination 1. shall take effect immediately upon service of Notice thereof on the Contractor and his or her Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not provide Notice to the Principal Representative of its intent to commence performance of the Contract within ten (10) days after delivery of the Notice of termination, the Principal Representative may take over the Work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the Work to completion by such means as he or she shall deem best. In the event of such termination of his or her service, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the Principal Representative takes over the Work and if the unpaid balance of the contract price exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Principal Representative through the default of the Contractor, such excess shall be paid to the Contractor. If, however, the cost, expenses and damages as certified by the Architect/Engineer exceed such unpaid balance of the contract price, the Contractor and his or her Surety shall pay the difference to the Principal Representative.
- 2. The Principal Representative may require the Surety on the Contractor 's bond to take control of the Work and see to it that all the deficiencies of the Contractor are made good, with due diligence within ten (10) days of delivery of Notice to the Surety to do so. As between the Principal Representative and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the Work, either by election upon termination of the services of the Contractor pursuant to Section B(1) of this Article 49, State's Right To Terminate Contract, or upon instructions from the Principal Representative to do so, the provisions of the Contract Documents shall govern the Work to be done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work, the times of completion and provisions of this Article as to the right of the Principal Representative to do the Work or to take control of all or a portion of the Work.
- 3. The Principal Representative may take control of all or a portion of the Work and make good the deficiencies of the Contractor, or the Surety if the Surety has been substituted for the Contractor, with or without terminating the Contract, employing such additional help as the Principal Representative deems advisable in accordance with the provisions of Article 48A, State's Right to Do the Work; Temporary Suspension of Work; Delay Damages. In such event, the Principal Representative shall be entitled to collect from the Contractor and his or her Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of Contractor, provided the Architect/Engineer approves the amount thus charged to the Contractor. If the Contract is not terminated, a Change Order to the Contract shall be executed, unilaterally if necessary, in accordance with the procedures of Article 35, Changes in The Work.

#### C. ADDITIONAL CONDITIONS

If any termination by the Principal Representative for cause is later determined to have been improper, the termination shall be automatically converted to and deemed to be a termination by the Principal Representative for convenience and the Contractor shall be limited in recovery to the compensation provided for in Article 50, Termination for Convenience of State. Termination by the Contractor shall not be subject to such conversion.

#### ARTICLE 50. TERMINATION FOR CONVENIENCE OF STATE

A. NOTICE OF TERMINATION

The performance of Work under this Contract may be terminated, in whole or from time to time in part, by the State whenever for any reason the Principal Representative shall determine that such termination is in the best interest of State. Termination of Work hereunder shall be effected by delivery to the Contractor of a Notice of such termination specifying the extent to which the performance of Work under the Contract is terminated and the date upon which such termination becomes effective.

#### B. PROCEDURES

After receipt of the Notice of termination, the Contractor shall, to the extent appropriate to the termination, cancel outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of all applicable outstanding commitments covering personal performance of any Work terminated by the Notice. With respect to such canceled commitments, the Contractor agrees to:

- 1. settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the Principal Representative, to the extent he or she may require, which approval or ratification shall be final for all purposes of this clause; and,
- 2. assign to the State, in the manner, at the time, and to the extent directed by the Principal Representative, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

The Contractor shall submit his or her termination claim to the Principal Representative promptly after receipt of a Notice of termination, but in no event later than three (3) months from the effective date thereof, unless one or more extensions in writing are granted by the Principal Representative upon written request of the Contractor within such three-month period or authorized extension thereof. Upon failure of the Contractor to submit his or her termination claim within the time allowed, the Principal Representative may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

Costs claimed, agreed to, or determined pursuant to the preceding and following paragraph shall be in accordance with the provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

Subject to the preceding provisions, the Contractor and the Principal Representative may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he or she is unable to cancel; provided, however, that in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to other activities and operations. Any such agreement shall be embodied in an Amendment to this Contract and the Contractor shall be paid the agreed amount.

The State may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the termination portion of this Contract, whenever, in the opinion of the Principal Representative, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder.

The Contractor agrees to transfer title and deliver to the State, in the manner, at the time, and to the extent, if any, directed by the Principal Representative, such information and items which, if the Contract had been completed, would have been required to be furnished to the State, including:

- a. completed or partially completed plans, Drawings and information; and,
- b. materials or equipment produced or in process or acquired in connection with the performance of the Work terminated by the Notice.

Other than the above, any termination inventory resulting from the termination of the Contract may, with written approval of the Principal Representative, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Principal Representative. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the State

to the Contractor under this Contract or shall otherwise be credited to the price or cost of Work covered by this Contract or paid in such other manners as the Principal Representative may direct. Pending final disposition of property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Principal Representative may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

Any disputes as to questions of fact, which may arise hereunder, shall be subject to the Remedies provisions of the Colorado Procurement Code or the applicable procurement code for institutions of higher education.

#### ARTICLE 51. CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT

If the Work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of any one employed by him, then the Contractor may on seven (7) days' written Notice to the Principal Representative and the Architect/Engineer stop Work or terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained on any plant or material, and a reasonable profit only for the Work completed. If the Architect/Engineer shall fail to issue or otherwise act in writing upon any certificate for payment within ten (10) days after it is presented and received by the Architect/Engineer, as provided in Article 31, Applications For Payments, or if the Principal Representative shall fail to pay the Contractor any sum certified that is not disputed in whole or in part by the Principal Representative in writing to the Contractor and the Architect/Engineer within thirty (30) days after the Architect/Engineer's certification, then the Contractor may on ten (10) days' written Notice to the Principal Representative and the Architect/Engineer stop Work and/or give written Notice of intention to terminate this Contract.

If the Principal Representative shall thereafter fail to pay the Contractor any amount certified by the Architect/Engineer and not disputed in writing by the Principal Representative within ten (10) days after receipt of such Notice, then the Contractor may terminate this Contract and recover from the Principal Representative payment for all Work executed, any losses sustained upon any plant or materials, and a reasonable profit only for the Work completed. The Principal Representative's right to dispute an amount certified by the Architect/Engineer shall not relieve the Principal Representative of the obligation to pay amounts not in dispute as certified by the Architect/Engineer.

#### ARTICLE 52. SPECIAL PROVISIONS

- A. CONTROLLER'S APPROVAL C.R.S. § 24-30-202(1) This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY C.R.S. § 24-30-202(5.5) Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation** 

benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

#### E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### F. CHOICE OF LAW, JURISDICTION, AND VENUE

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

#### G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

#### H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

#### I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST C.R.S. § 24-18-201 & C.R.S. § 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS C.R.S. § 24-30-202(1) & C.R.S. § 24-30-202.4 The State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State Agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in §39-21-101, et seq. C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

#### K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. § 8-17.5-101.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract. through participation in the E-Verify Program or the Department program established pursuant to C.R.S. § 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract. (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. § 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State Agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S.§ 8-17.5-101 et seq., the contracting State Agency, Institution of Higher Education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

#### L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. § 24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 et seq., and (c) has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

#### ARTICLE 53. MISCELLANEOUS PROVISIONS

A. CONSTRUCTION OF LANGUAGE

The language used in these General Conditions shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in Article 2C, Intent of Documents.

#### B. SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

#### C. SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

#### D. AUTHORITY

Each person executing the Agreement and its Exhibits in a representative capacity expressly represents and warrants that he or she has been duly authorized by one of the parties to execute the Agreement and has authority to bind said party to the terms and conditions hereof.

#### E. INTEGRATION OF UNDERSTANDING

This Contract is intended as the complete integration of all understandings between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written Change Order or Amendment to this Contract.

#### F. NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

#### G. WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

H. INDEMNIFICATION

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees, to the extent such claims are caused by any negligent act or omission of the Contractor, its employees, agents, subcontractors or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the State, its employees, agents, other contractors or assignees, or other parties not under control of or responsible to the Contractor.

#### I. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this shall apply. Contractor agrees to be governed by and comply with the Colorado Procurement Code or the applicable procurement code for institutions of higher education, regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

#### J. CORA DISCLOSURE

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under the Colorado Procurement Code or the applicable procurement code for institutions of higher education, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-201, et seq.

#### SECTION 00 73 01 – SUPPLEMENTARY GENERAL CONDITIONS (D/B/B)

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. Section includes administrative and procedural requirements for managing the contractual requirements of this Project.
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 SUPPLEMENTARY GENERAL CONDITIONS
  - A. The University of Colorado Denver | Anschutz Medical Campus Supplementary General Conditions apply to Contractors Agreement (D/B/B) (SC-6.21) and General Conditions to the Contract (SC-6.23).
  - B. A copy of the above noted document is attached to the end of this section.
- 1.5 PROCEDURE (Not applicable)
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 73 01

### UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS

### SUPPLEMENTARY GENERAL CONDITIONS

#### For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23) for the Anschutz Medical Campus and Denver Campus

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- ARTICLE 25. INSURANCE
- ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT
- ARTICLE 52. SPECIAL PROVISIONS
- ARTICLE 53. MISCELLANEOUS PROVISIONS
- APPENDIX A University of Colorado Denver | Anschutz Medical Campus Tax Information

ARTICLE 25. INSURANCE - Replace Article 25 as follows:

The term University, University of Colorado, University of Colorado Denver, University of Colorado Anschutz Medical Campus, CU Denver, CU Anschutz, Principal Representative, are the interchangeable for this replacement of article 25.

For purposes of this supplement "Contractor" as used herein shall mean, as appropriate to the State Contract form being used, Contractor, Standing Order Contractor, Construction Manager/General Contractor, or Design/Build Entity.

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract including any warranty periods under the Contract are satisfied, the insurance coverages set forth below.

By requiring such insurance, the Principal Representative shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or subcontractors under this contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract. The Principal Representative in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**<u>COVERAGES AND LIMITS OF INSURANCE -</u>** - Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1. <u>Commercial General Liability – ISO CG 0001 or equivalent. Coverage to include:</u>

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury
- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement (Completed Operations), ISO CG 2037 (7/2004 Edition or equivalent)
- The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: "The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations".
- Commercial General Liability Completed Operations policies must be kept in effect for up to three

   (3) years after completion of the project. For buildings with a construction cost greater than \$99
   million, the Commercial General Liability Completed Operations policies must be kept in effect for
   up to eight (8) years after the completion of the project.
- An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Liability Limits	General Aggregate	Products/Completed Operation Aggregate	Each Occurrence	Personal/Advertising Injury
Primary General Liability	\$2,000,000	\$2,000,000	\$1,000,0000	\$1,000,000
Umbrella or Excess Liability*	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000

#### \*Umbrella or Excess Liability does not apply to projects totaling \$500, 000 or under.

#### The following exclusionary endorsements are prohibited in the CGL policy:

- 1. Damage to work performed by subcontract/vendor (CG 22-94 or similar);
- 2. Contractual liability coverage exclusion modifying or deleting the definition of an "insured contract";
- 3. If applicable to the work to be performed: Residential or multi-family;
- 4. If applicable to the work to be performed: Exterior insulation finish systems;
- 5. If applicable to the work to be performed: Subsidence or earth movement.

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this contract

#### Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$

1,000,000

#### 3. Workers Compensation

- Statutory Benefits (Coverage A)
- Employers Liability (Coverage B)
- a. Policy shall contain a waiver of subrogation in favor of the Principal Representative.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers' Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

#### Minimum Limits:

Coverage A (Workers' Compensation)	Sta	atutory
Coverage B (Employers Liability)		-
Each accident	\$	100,000
Disease each employee	\$	100,000
Disease policy limit	\$	500,000

#### 4. Contractors Pollution Liability

- Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). Policy shall cover the Contractor's completed operations.
- If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

- The policy shall be endorsed to include the following as Additional Insureds: The Regents of the University of Colorado, a Body Corporate, named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Construction Manager, including completed operations.
- Endorsements CA9948 and MCS-90 are required on the Automobile Liability Coverage if the Contractor is transporting any type of hazardous materials.
- Contractors Pollution Liability policies must be kept in effect for up to three (3) years after completion of the project.

Minimum Limits (Projects at or under \$500,000):

Per Loss Aggregate	\$ \$	1,000,000 1,000,000
Minimum Limits (Projects over \$500,000):		
Per Loss	\$	2,000,000
Aggregate	\$	2,000,000

#### 5. <u>Professional Liability (Errors and Omissions)</u> (This Professional Liability requirement applies only to Design/Build Entity SC-8.0 and 9.0.)

 The Contractor shall maintain Errors and Omissions Liability covering negligent acts, errors and/or omissions, including design errors of the Contractor for damage sustained by reason of or in the course of operations under this Contract. The policy/coverages shall be amended to include the following:

Amendment of any Contractual Liability Exclusion to state: "This exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your negligent acts."

- In the event that any professional liability insurance required by this Contract is written on a claimsmade basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
- Policy shall contain a waiver of subrogation against The Regents of the University of Colorado, a Body Corporate.

Wrongful Act	\$2,000,000
General Aggregate	\$2,000,000

#### 6. Builder's Risk/ Installation Floater

Unless otherwise provided or instructed by the Principal Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, Builder's Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis without optional deductibles. This coverage is required for <u>new buildings or additions to existing buildings and for materials and equipment to be installed in existing structures.</u>

- Covered Cause of Loss: Special Form
- Include Theft and Vandalism
- Labor costs to repair damaged work

- Shall be written for 100% of the completed value (replacement cost basis)
- Deductible maximum is \$50,000.00
- Waiver of Subrogation is to apply
- The Regents of the University of Colorado, a body corporate, shall be added as Additional Named Insured on Builders Risk.
- 1. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- 2. The Policy shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Principal Representative has insurable interest in the property to be covered, whichever is later.
- 3. The Builder's Risk insurance shall include interests of the Principal Representative, and if applicable, affiliated or associated entities, the General Contractor, subcontractors and sub-tier contractors in the project.
- 4. Builders' Risk Coverage shall be on a **Special** Covered Cause of Loss Form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically cover insured equipment during installation and testing (including hot testing, where applicable). Other coverages may be required if provided in contract documents.
- 5. The Builders' Risk shall be written for 100% of the completed value (replacement cost basis) of the work being performed. The Builders' Risk shall include the following provisions:
  - a. Replacement Cost Basis including modification of the valuation clause to cover all costs needed to repair the structure or work (including overhead and profits) and will pay based on the values figured at the time of rebuilding or repairing, not at the time of loss
  - b. Modify or delete exclusion pertaining to damage to interior of building caused by an perils insured against are covered; also provide coverage for water damage

# Note, if the addition, or renovation is to an existing building, The Principal Representative requires that the Contractor provide as an option to include the existing building into the Builders' Risk Policy. The Principal Representative shall provide the replacement cost value of the existing building

- 6. At the option of the Principal Representative, the Principal Representative may include Soft Costs (including Loss of Use)/Delay in Opening Endorsement under the builder's risk policy. The Principal Representative agrees to provide the necessary exposure base information for quotation by the Builder's Risk carrier. The Principal Representative agrees to pay the premium associated with the Soft Costs coverage, the Principal Representative decides to purchase this coverage.
- 7. The Builders' Risk Policy shall specifically permit occupancy of the building during construction. Partial occupancy or use of the work shall not commence until the insurance company or companies providing insurance have consented to such partial occupancy or use. The Principal Representative and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builders' Risk Policy. The Builders' Risk Policy shall remain in force until acceptance of the project by the Principal Representative.
- 8. The deductible shall not exceed \$50,000 and shall be the responsibility of the Contractor except for losses such as flood (not water damage), earthquake, windstorm, tsunami, volcano, etc. Losses in excess of \$50,000 insured shall be adjusted in conjunction with the Principal Representative. Any insurance payments/proceeds shall be made payable to the Principal Representative subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their

just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

The Principal Representative shall have the authority to adjust and settle any losses in excess of \$50,000 with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Principal Representative exercise of this power. It is expressly agreed that nothing in this section shall be subject to arbitration and any references to arbitration are expressly deleted.

9. The Contractor is responsible for providing 45 days' notice of cancellation to the Principal Representative. The policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to the Project.

If the Contractor does not intend to purchase such Builder's Risk Insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Principal Representative as stated in writing prior to commencement of the work. The Principal Representative may then affect insurance that will protect the interests of the Principal Representative, the General Contractor, Subcontractors and sub-tier contractors in the project. Coverages applying shall be the same as stated above including other coverages that may be required by the Principal Representative. The cost shall be charged to the Contractor. Coverage shall be written for 100% of the completed value of the work being performed, with a deductible not to exceed \$50,000 per occurrence for most projects.

All deductibles will be assumed by the Contractor. Waiver of Subrogation is to apply against all parties named as insureds, but only to the extent the loss is covered, and Beneficial Occupancy Endorsements are to apply.

If the Principal Representative is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Principal Representative, then the Contractor shall bear all reasonable costs properly attributable thereto.

#### ADDITIONAL INSURANCE REQUIREMENTS

- 1. All insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
- 2. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A- VI.
- 3. On insurance policies where the Principal Representative are named as additional insureds, the Principal Representative shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 4. Contractor shall furnish the Principal Representative with certificates of insurance (ACORD form or equivalent approved by the Principal Representative) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Principal Representative before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

- 5. Upon request by the Principal Representative, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
- 6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available resources.
- 7. The Contractor shall advise the Principal Representative in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Principal Representative a new certificate of insurance showing such coverage is in force.

- 8. Provide a minimum of thirty (30) days advance written notice to the Principal Representative for cancellation, non-renewal, or material changes to policies required under the Contract (45 days for builders' risk coverage.
- 9. Certificate Holder: The Regents of the University of Colorado, Project Management, 1945 North Wheeling Street, Campus Mail stop F-418, Aurora, CO 80045.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the Principal Representative. The Principal Representative reserves the right to negotiate additional specific insurance requirements at the time of the contract award.

#### Subcontractors

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

#### Non-Waiver

The parties hereto understand and agree that The Principal Representative is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, et seq., as from time to time amended, or otherwise available to the Principal Representative or its officers, employees, agents, and volunteers.

#### Mutual Cooperation

The Principal Representative and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

(Revised 7-21-11)

#### ARTICLE 41. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT – Add the following

Contractor will be required to complete items on University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List and attend walk-thrus and meetings necessary to complete the list, working through the university Project Manager (use University of Colorado Denver | Anschutz Medical Campus Supplemental / Project Acceptance List).

ARTICLE 52. SPECIAL PROVISIONS -Add the following:

- M: UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS POLICY ON SEXUAL HARASSMENT
  - 1) The Contractor shall vigorously pursue to the greatest extent possible, adherence to the University of Colorado Denver | Anschutz Medical Campus Policy on Sexual Harassment and also require all employees, and employees of all subcontractors of any kind, working on this project to adhere to this Policy.
  - 2) Statement of Policy: It is the policy of the University of Colorado Denver to maintain the community as a place of work, study, and residence free of sexual harassment or exploitation of students, faculty, staff, and administrators. Sexual harassment is prohibited on campus and in university programs. The university is committed to taking appropriate action against any of its officials, employees or students who violate the policy prohibiting sexual harassment.

3) Definition of Sexual Harassment: For purposes of this Policy, sexual harassment is defined as conduct which is unwelcome and consists of:

1. sexual advances; 2. requests for sexual favors; or 3. other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic decisions affecting the individual; or when such conduct has the purpose or effect, of unreasonably interfering with an individual's work or academic performance by creating an intimidating, hostile, or offensive working or educational environment.

Conduct prohibited under this policy may occur between persons of the same sex or of different sexes and may manifest itself in different ways. For example, sexual harassment may be as undisguised as a direct solicitation of sexual favors, or arise from behavior which has the effect of creating an intimidating, hostile, or offensive educational or working environment. In this regard, the following types of acts, if pervasive and continuous, are more likely than not to be considered sexual harassment: unwelcome physical contact, sexual remarks about a person's clothing, body, or sexual relations, conversation of a sexual nature or similar jokes and stories, and the display of sexually explicit materials in the workplace or their use in the classroom without defensible educational purpose.

 Consequence of Sexual Offenses: The university may require the Contractor to remove from university property any individual or individuals who violate the policy prohibiting sexual harassment.

ARTICLE 53. MISCELLANEOUS PROVISIONS -Add the following:

L. All costs and time associated with obtaining a University security badge for Contractor employees working on campus shall be borne by the Contractor.

#### UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS SUPPLEMENTARY GENERAL CONDITIONS

For Design Bid Build Contractor Agreement and General Conditions of the Contract (SC6.21 and SC6.23)

#### APPENDIX A

Tax Information:

- 1. Certificate of Exemption for State Sales/Use Tax, dated August 25, 2017
- 2. Sales Tax Exemption Certificate Multi-Jurisdiction dated September 4, 2018
- 2. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
- 3. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
- 4. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
- 5. Colorado Department of Revenue Contractor Application for Exemption Certification

DR 0160 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0013

#### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE  
 USE ACCOUNT NUMBER for all references
 LIABILITY INFORMATION
 ISSUE DATE

 09802565
 G
 010180
 Aug 25 2017

ինվիկինեղնորհնդիլիերիյիներություն

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER ATTN: OFFICE OF UNIVERSITY CONTROLLER 1800 N GRANT ST STE 600 DENVER CO 80203-1148

Executive Director Department of Revenue



# Sales Tax Exemption Certificate Multi - Jurisdiction

Last Name or Business Nar	ne	First Name				Middle Initia
				_		
Address						
City			State	ZIP		
			_			
Name of Firm (Druce)		I Certify That				
Name of Firm (Buyer) The Regents of Unive	rsity of Colorado					
Address						
1800 Grant Street, Su	ite 600					
City			State	ZIP		
Denver			co	80203		
	Qualifies As (C	heck each appli				
Wholesaler	Retailer	🗌 Manu			Charitable	or Religious
Political Subdivision	n or Governmental Agency	□ Other	(Specify	)		
If Other, specify here						
	ease by us in the normal course are exempt from payment of sa				of Higher Educ	Or
2) that such purchases Political Subdivision f Otherwise Exempt By Stat City or State	are exempt from payment of sa or Governmental Agency	les or use tax in s Charitable or Relig	uch state pious	s and cities Otherwise	-	tatute (Specify
2) that such purchases Political Subdivision f Otherwise Exempt By Stat City or State City of Aurora	are exempt from payment of sa or Governmental Agency () ue, specify here State Registration or ID Num	les or use tax in s Charitable or Relig ber City or State Colorado	jious (Boulder	s and cities Otherwise	s because our l Exempt By State Registratio	tatute (Specify
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#### FINANCE DEPARTMENT

Administration 1470 South Havana Street Aurora, Colorado 80012 303-739-7055 FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson Vice Chancellor for Administration and Finance

University of Colorado Health Sciences Center Fitzsimons, Building 500, Room C1003 P.O. Box 6508 Aurora, Colorado 80045-0508

RE: Letter of Commitment

Dear Mr. Henderson:

I am in receipt of your letter dated February 27, 2001, requesting that I issue a letter of commitment to the University of Colorado Health Sciences Center ("UCHSC") pursuant to *City Code Section 130-63(c)*. It is my understanding that UCHSC is part and parcel of the University of Colorado, a public institution of higher education of the State of Colorado. § 23-20-101, et seq., C.R.S. You have asked for some assurance that UCHSC is exempt from the payment of City sales and use tax, as well as the employer portion of the City occupational privilege tax.

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It should be noted, however, that these exemptions do not extend to the collection of City tax. For instance, UCHSC must collect, report, and remit City sales tax on any retail sale of tangible personal property or taxable services it makes to a non-exempt third party. *City Code § 130-160.* Likewise, UCHSC

Wayne F. Henderson March 12, 2001 Page Two

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With respect to the deposit and ultimate payment of City use tax on construction materials, it is the longstanding policy of the City that the party who contracts for and directs and controls the construction of building improvements is liable for such tax. <u>See Fifteenth Street Investment Co. v. People</u>, 102 Colo. 571, 81 P.2d 764 (1938). Under the circumstances described in your request, it is UCHSC, and not its contractors, upon whom sole liability for the payment of City use tax would rest. Because UCHSC is an exempt entity, no use tax is due and owing on the purchase and subsequent use of construction materials for the development of UCHSC's property at the Fitzsimons site.

With regard to your additional requests, the City has no objection if UCHSC's contractors wish to use this letter to present to City building officials and thirdparty retailers as evidence of UCHSC's tax exemption. As for any future revocation of this letter, unless the status of UCHSC as a political subdivision changes, the various City tax exemptions which UCHSC is entitled to claim cannot be lawfully repealed without the prior approval of the City's voters. <u>See Colo. Const. Art. X, § 20(4)(a)</u>. Therefore, the City believes UCHSC will be adequately informed in the event that the City decides to seek approval for any change in its tax laws that would impact UCHSC's tax-exempt status.

Very truly yours,

John Gross Director of Finance

Department of Finance Treasury Division Tax Compliance – Audit Unit

201 W Colfax Ave #1009 Denver, CO 80202 fax: 720- 913-9455 www.denvergov.org/treasury



February 19, 2014

University of Colorado Procurement Service Center 1800 Grant Street, Suite 500 Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Donald Korte, Audit Manager Tax Compliance/Audit Section 720-913-9339

# STATE OF COLORADO

TAXPAYER SERVICE DIVISION Department of Revenue

1375 Sherman Street Denver, Colorado 80261



Bill Owens Governor

Michael J. Barden University of Colorado at Denver and Health Sciences Center(UCDHSC) Building 500, Mail Stop F418 P.O. Box 6508 Aurora CO 80045

M. Michael Cooke Executive Director Nell Tillquist

Nell Tillquist Division Director

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

In regards to special district sales and use taxes, UCDHSC and its contractors and subcontractors are exempt from sales and use tax pursuant to the exemptions granted in 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District under 32-9-119(2)(c)(II), C.R.S, for the Scientific and Cultural District under 32-13-107(2), C.R.S, and for the Metropolitan Football Stadium District under 32-15-110(2)(a), C.R.S.

Additionally, for construction projects in the City and County of Denver, UCDHSC and its contractors and sub-contractors are exempt from the aforementioned special district sales and use taxes, as well as state sales and use tax.

Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Here Ashell

Steve Asbell Taxpayer Service Policy Group Colorado Dept of Revenue Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18) COLORADO DEPARTMENT OF REVENUE Denver CO 80261 - 0009 (303) 238-SERV (7378)

### **Special Notice**

#### Purpose of this application

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

#### **Colorado Withholding Account Number**

A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

#### Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

#### Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

#### Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

#### No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

#### Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor's name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor's place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

# To avoid a returned application ensure you have done the following:

- Accurately completed all applicable boxes of the form.
- Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- Contract or Agreement page contains the signatures of the contracting parties.
- The form DR0172 (application) is signed.
- The exempt organizations number was provided and is correct.



DR 0172 (05/01/18) **COLORADO DEPARTMENT OF REVENUE** Denver CO 80261 - 0009 (303) 238-SERV (7378)

# **Contractor Application for Exemption Certificate**

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

#### Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009 Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

	runent Us	se only.	Do not write					
Contractor/Account No.				Period (MM/YY-	MM/YY)			
89-								
	Must be	complet	ted by applic	ant				
Contractor Information								
Owner, partner or corporate last name		First Nan	ne				Middle	nitial
Mailing Address	City					State	Zip	
E-Mail Address		FEIN		Bid amount	for your cont	ract (Mus	t match to th	e penny)
				\$				
Fax number			Business Phone	e number				
Colorado withholding tax account number (See instructions)	Subsidiar	У	Subcont	ractors		Staffing A	gency	
			ontractors (see l	pelow)				
No Employees/Subcontractors. (Provide explanation	or attach a le	atter of exp	lanation).					
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#### SECTION 00 73 46 - WAGE DETERMINATION SCHEDULE

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY (Not Applicable)
- 1.3 DEFINITIONS (Not Applicable)
- 1.4 PROCEDURE

#### A. DAVIS-BACON WAGE DETERMINATIONS

- 1. Coordinate with the University Project Manager to determine if applicable.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### END OF SECTION 00 73 46

#### SECTION 00 73 80 - SALES TAX

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS (Not Applicable)
- 1.2 SUMMARY
  - A. This Section includes administrative documents related to sales tax exemption for construction material purchases.
- 1.3 DEFINITIONS (Not Applicable)

#### 1.4 DOCUMENTS

- A. Tax Exempt Status of University of Colorado, dated August 25, 2017
- B. City of Aurora Sales and Use Tax Exemption, dated March 12, 2001
- C. City of County of Denver Tax Confirming Exemption Status, dated November 5, 1999
- D. State of Colorado Letter Confirming Adams County, RTD, Stadium, and Cultural Tax Exemptions, dated April 7, 2006
- E. Colorado Department of Revenue Contractor Application for Exemption Certification
- F. Copies of the above noted documents are attached to the end of this section.

#### 1.5 PROCEDURE

- A. General Contractor must apply for a sales tax exemption certificate through the Colorado Department of Revenue using the "Contractor Application For Exemption Certificate."
  - 1. Form can be downloaded from the Colorado Department of Revenue website: <u>https://www.colorado.gov/pacific/sites/default/files/DR0172.pdf</u>
- PART 2 PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

#### END OF SECTION 00 73 80

DR 0160 (02/16/11) COLORADO DEPARTMENT OF REVENUE DENVER CO 80261-0013

#### CERTIFICATE OF EXEMPTION FOR STATE SALES/USE TAX ONLY

THIS LICENSE IS NOT TRANSFERABLE  
 USE ACCOUNT NUMBER for all references
 LIABILITY INFORMATION
 ISSUE DATE

 09802565
 G
 010180
 Aug 25 2017

ինվիկինեղնորհնդիլիերիյիներություն

STATE OF COLORADO/ OFFICE OF STATE CONTROLLER ATTN: OFFICE OF UNIVERSITY CONTROLLER 1800 N GRANT ST STE 600 DENVER CO 80203-1148

Executive Director Department of Revenue



# Sales Tax Exemption Certificate Multi - Jurisdiction

Last Name or Business Nar	ne	First Name				Middle Initia
				_		
Address						
City			State	ZIP		
			_			
Name of Firm (Brown)		I Certify That				
Name of Firm (Buyer) The Regents of Unive	rsity of Colorado					
Address						
1800 Grant Street, Su	ite 600					
City			State	ZIP		
Denver			co	80203		
	Qualifies As (C	heck each appli				
Wholesaler	Retailer	🗌 Manu			Charitable	or Religious
Political Subdivision	n or Governmental Agency	□ Other	(Specify	)		
If Other, specify here						
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#### FINANCE DEPARTMENT

Administration 1470 South Havana Street Aurora, Colorado 80012 303-739-7055 FAX: 303-739-7068

March 12, 2001

Wayne F. Henderson Vice Chancellor for Administration and Finance University of Colorado Health Sciences Center Fitzsimons, Building 500, Room C1003 P.O. Box 6508 Aurora, Colorado 80045-0508

RE: Letter of Commitment

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Wayne F. Henderson March 12, 2001 Page Two

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Very truly yours,

John Gross Director of Finance

Department of Finance Treasury Division Tax Compliance – Audit Unit

201 W Colfax Ave #1009 Denver, CO 80202 fax: 720- 913-9455 www.denvergov.org/treasury



February 19, 2014

University of Colorado Procurement Service Center 1800 Grant Street, Suite 500 Denver, CO 80203

Ladies/Gentlemen:

The above named entity is exempt from the Denver sales tax per Sec. 53-26(1) of the City Retail Sales Tax Article:

Sec. 53-26 (1) Exemptions

There shall be exempt from taxation under the provisions of this Article the following: (1) All sales to the United States Government, to the State, its departments and institutions and the political subdivisions thereof, only when purchased in their governmental capacities.

To qualify for the exemption, purchases must be billed direct to the organization, and payment made from funds of the organization.

The exemption does not extend to construction contractors who may perform contracts for you; they are the consumer of all property purchased and used in the performance or contracts for others. Nor does the exemption apply to purchases by employees or members for their own personal use.

You may reproduce this letter to furnish to suppliers as needed.

Sincerely,

Donald Korte, Audit Manager Tax Compliance/Audit Section 720-913-9339

# STATE OF COLORADO

TAXPAYER SERVICE DIVISION Department of Revenue

1375 Sherman Street Denver, Colorado 80261



Bill Owens Governor

Michael J. Barden University of Colorado at Denver and Health Sciences Center(UCDHSC) Building 500, Mail Stop F418 P.O. Box 6508 Aurora CO 80045

M. Michael Cooke Executive Director Nell Tillquist

Nell Tillquist Division Director

April 7, 2006

Dear Mr. Barden:

This is in response to your letter of March 1, 2006, to Bruce Nelson of the Department of Revenue regarding sales tax exemption from county and special district sales taxes for UCDHSC construction projects at the Fitzsimons campus. Mr. Nelson has left the Department, so I am responding to your inquiry.

In regards to Adams County sales and use tax, the sales tax is collected by the Department of Revenue, not the city of Aurora. Use tax on building materials is collected by the county when issuing building permits. Under 29-2-105(d), 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., UCDHSC and its contractors and sub-contractors are exempt from county sales and use tax on construction and building materials for State/UCDHSC owned real property.

In regards to special district sales and use taxes, UCDHSC and its contractors and subcontractors are exempt from sales and use tax pursuant to the exemptions granted in 39-26-708(1)(a) and 39-26-708(2)(a), C.R.S., for the Regional Transportation District under 32-9-119(2)(c)(II), C.R.S, for the Scientific and Cultural District under 32-13-107(2), C.R.S, and for the Metropolitan Football Stadium District under 32-15-110(2)(a), C.R.S.

Additionally, for construction projects in the City and County of Denver, UCDHSC and its contractors and sub-contractors are exempt from the aforementioned special district sales and use taxes, as well as state sales and use tax.

Should you have additional questions regarding these matters, feel free to contact me.

Respectfully,

Here Ashell

Steve Asbell Taxpayer Service Policy Group Colorado Dept of Revenue Ph:303.866.3889 email: sasbell@spike.dor.state.co.us



DR 0172 (05/01/18) COLORADO DEPARTMENT OF REVENUE Denver CO 80261 - 0009 (303) 238-SERV (7378)

### **Special Notice**

#### Purpose of this application

The exemption certificate for which you are applying must be used only for the purpose of purchasing construction and building materials for the exempt project described below. This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law.

A separate certificate is required for each project.

#### **Colorado Withholding Account Number**

A Colorado Account Number (CAN) should be provided in this field. Applications that are left blank or list N/A will not be processed and will be returned.

#### Subsidiary:

This box is marked when a subsidiary is using the parents withholding account number (only when it does not have its own.) Provide the parents CAN.

#### Subcontractor:

This box is marked when a contractor does not have employees of their own and outsources their employees through a subcontractor. List the subcontractor or subcontractors name and CAN(s).

#### Staffing Agency:

This box is marked when a contractor does not have employees of their own and outsources their employees through a staffing agency. Provide the Staffing Agency's name and CAN.

#### No employees/no subcontractors:

For contractors with no employees, no subcontractors/ staffing agencies:

Write no employees in the (CAN) box and provide explanation. For example, I have no employees or subcontractors and perform all of the work myself.

#### Subcontractors:

Subcontractors will not be issued Certificates of Exemption by the Department of Revenue. Upon receipt of the Certificate, the prime contractor should make a copy for each subcontractor involved in the project and complete it by filling in the subcontractor's name and address and signing it. The original Certificate should always be retained by the prime contractor. Copies of all Certificates that the prime contractor issued to subcontractors should be kept at the prime contractor's place of business for a minimum of three years and be available for inspection in the event of an audit.

See FYI Sales 95 for information about qualifying affordable housing projects.

# To avoid a returned application ensure you have done the following:

- Accurately completed all applicable boxes of the form.
- Provided a copy of the Contract or agreement page. The Contract or Agreement page lists the type and scope of work.
- Bid amount on Contract or Agreement page matches the amount listed on the application (to the penny).
- Contract or Agreement page contains the signatures of the contracting parties.
- The form DR0172 (application) is signed.
- The exempt organizations number was provided and is correct.



DR 0172 (05/01/18) **COLORADO DEPARTMENT OF REVENUE** Denver CO 80261 - 0009 (303) 238-SERV (7378)

# **Contractor Application for Exemption Certificate**

This exemption does not include or apply to the purchase or rental of equipment, supplies, and materials which are purchased, rented, or consumed by the contractor and which do not become a part of the structure, highway, road, street, or other public works **owned** and **used** by the exempt organization.

Any unauthorized use of the exemption certificate will result in revocation of your exemption certificate and other penalties provided by law. A separate certificate is required for each contract.

#### Send completed forms to: Colorado Department of Revenue, Denver, CO 80261-0009 Failure to accurately complete all boxes of the form or provide all supporting documentation will cause the application to be denied.

	runent Us	se only.	Do not write					
Contractor/Account No.				Period (MM/YY-	MM/YY)			
89-								
	Must be	complet	ted by applic	ant				
Contractor Information								
Owner, partner or corporate last name		First Nan	ne				Middle	nitial
Mailing Address	City					State	Zip	
E-Mail Address		FEIN		Bid amount	for your cont	ract (Mus	t match to th	e penny)
				\$				
Fax number			Business Phone	e number				
Colorado withholding tax account number (See instructions)	Subsidiar	У	Subcont	ractors		Staffing A	gency	
r í			ontractors (see l	pelow)				
No Employees/Subcontractors. (Provide explanation	or attach a le	atter of exp	lanation).					
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#### SECTION 01 00 00 - GENERAL REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Design Requirements:
  - 1. Designer Responsibility: Based on a series of meetings with the University Project Manager and applicable University staff, draft Division 01 Specification Sections consistent with State of Colorado Construction Contract provisions, General and Supplementary Conditions of the Contract, including requirements for administrative procedures consistent with the size and scope of the project.
  - 2. Content for DIVISION 00 & 01:
    - a. Include all DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS campus standards as applicable per the default inclusion matrix show in DIVISION 010000 TABLE OF CONTENTS for the correct project type.
    - b. Include all DIVISION 01 GENERAL REQUIREMENTS campus standards as outlined in the DIVISION 010000 – TABLE OF CONTENTS. Coordinate with University Project Manager to determine applicability of each Division and any necessary modifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

#### PART 4 - CHANGE LOG

7/1/2021 Updated Part 1, 1.1, A, 2.

#### END OF SECTION 01 00 00

#### **SECTION 01 10 00**

#### SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work by University.
  - 4. Work under separate contracts.
  - 5. University-furnished and installed products.
  - 6. University-furnished, Contractor-installed products.
  - 7. Access to site.
  - 8. Coordination with occupants.
  - 9. Work restrictions.
  - 10. Specification and drawing conventions.
- B. Related Requirements:
  - 1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of University's facilities and for the provision of temporary construction barriers and dust partitions.

Complete "Project Information" Article below based on project-specific information.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Breckenridge Parking Lot Improvements, CU Project No. 22-116457
  - Project Location: University of Colorado Anschutz Campus Breckenridge and Aspen Parking Lots. The nearest intersection is E. 19<sup>th</sup> Avenue and N. Revere Court, and the nearest address is 12700 E. 19<sup>th</sup> Avenue.
- B. Principal Representation: University of Colorado Denver.
  - 1. University's Representative: Robert W. Holzwarth 1945 Wheeling Street Aurora, CO 80045 <u>Robert.holzwarth@cuanschutz.edu</u>

720-854-4664

- C. Architect/Engineer: S.A. Miro, Inc. Megan H. Vogt 4582 S Ulster Street #750 Denver, CO 80237 <u>mvogt@samiro.com</u> 720-407-1070
- D. Architect/Engineer's Consultants: The Architect/Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Electrical Engineer: Cator Ruma & Associates Chelsey Patterson 869 Tabor Street #1 Lakewood, CO 80401 <u>cpatterson@catorruma.com</u> 303-232-6200

# 1.4 WORK COVERED BY CONTRACT DOCUMENTS

In first paragraph below, include an abbreviated description of the Work for Project identified in "Project Information" Article. See Evaluations. For single prime contracts, this article may be eliminated.

- A. The Work of Project is defined by the Contract Documents and, in summary, briefly consists of the following:
  - 1. Reconfiguration of a portion of the existing Breckenridge Parking lot and a portion of drive south of the existing Aspen parking lot, to include removal of existing islands, reconfiguration of storm sewer system and lighting to accommodate the proposed improvements, milling and overlaying where possible and new pavement sections where no existing pavement is present. The project will add overall parking capacity and simplify vehicular access to the lots.

#### 1.5 WORK BY UNIVERSITY

A. General: Cooperate fully with University so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by University. Coordinate the Work of this Contract with work performed by University.

#### 1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

# 1.7 UNIVERSITY-FURNISHED AND INSTALLED PRODUCTS

A. University will furnish certain items of equipment/furnishings as shown on the Drawings. Contractor will be responsible for coordinating their work to accommodate these items including, but not limited to, physical space fit, utility connections and rough-in, power wiring and electrical characteristics.

B. Include in Project scheduling the latest times when information for such items is required and so notify the University in writing.

### 1.8 UNIVERSITY-FURNISHED, CONTRACTOR-INSTALLED PRODUCTS

- A. The University will furnish certain items delivered to the jobsite as shown on the drawings. Contractor will receive, unload, move, set in position, anchor and connect such items and put them into operating condition.
- B. The Contractor will be responsible for coordinating their work to accommodate these items including, but not limited to, physical space fit, utility connections and rough-in, power wiring and electrical characteristics.
- C. Include in Project scheduling the latest times when information for such items is required and so notify the University in writing.
- D. Cooperate with University in scheduling the delivery of these items and be responsible for accommodating their storage and protection in the building and their replacement or repair due to damage as a result of Contractor's operations.

### 1.9 ACCESS TO SITE

- A. General: Contractor shall have limited and restricted use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Adjust means and methods of construction based on site limits and restrictions.
  - 2. Locate staging areas only where permitted by University.
  - 3. As part of this Project, replace damaged lawns, sprinkler systems, sidewalks and any other existing site improvements within staging area and access ways.
- C. Construction Access and Travel:
  - 1. Use only those entrances, exits, and travel ways on campus roads and within the building designated by University. Contractor's personnel are not permitted in non-designated areas of University's existing facilities. Use only designated travel ways for transporting demolition materials, new construction materials, tools and equipment.
  - 2. Use of other than designated travel ways on campus roads and within existing buildings requires a minimum of 20 business days prior approval by University.
    - a. Request variations to traffic flow including temporary fire lane, parking lot, sidewalk and road closures, regulatory signage, and traffic control devices in accordance with University "Procedure for Approval of Regulatory Signage, Traffic Control Devices and for Street Closures at the Anschutz Medical Campus" and "AMC Campus Street and Parking Lot Closure Request" available through University Project Manager.
  - 3. Access to the site will be as permitted by the University. Prearrange delivery and use of cranes, heavy trucks and other heavy equipment at least 72 hours prior to need through the University's Project Manager and University Police.
  - 4. Maintain access to fire lanes and campus operations at all times. Provide flag personnel during the ingress or egress of large equipment.

- a. When fire lanes and/or access way must be temporarily disrupted notify University Police and University Parking and Transportation at least 20 business days in advance and reconfirm 72 hours in advance through the University's Project Manager.
- 5. Arrange for and obtain all necessary permits from City of Aurora for any disruption to or temporary closures of public city streets. Coordinate procurement of permits with Anschutz Medical Campus Liaison and University Project Manager.
- D. Construction Parking:
  - 1. General: Contractor must pay for all parking and, if available, may be assigned parking spaces in designated contractor parking lots. Parking in lots designated for visitors and patients is not permitted. Make arrangements for designated spaces and payment for long term parking with University Parking Services through the University Project Manager.
  - 2. Provide temporary parking or use designated areas of University's existing parking areas as applicable to the Project and in accordance with the following:
    - a. All parking on University property, including parking on University owned streets, is under the exclusive control and authority of University Parking and Transportation Services. Direct policy question to the department at (303) 724-2555.
    - b. There is no free parking on campus. Displacement or use of existing parking spaces by Contractor, either for parking or for staging, is a Contractor cost.
    - c. Use of existing parking spaces or other areas outside of Contractor's staging area must be approved in advance by University Parking and Transportation Services.
    - d. University Parking and Transportation Services may require and issue parking permits through the University Project Manager. Permits must be displayed and visible at all times while parked on the campus. Failure to display a permit will result in citations being written and possible removal of the vehicle from University property.
    - e. Keep all designated parking areas clean and free of litter and debris. University reserves the right to direct Contractor to clean areas not kept clean and orderly.
    - f. University Parking and Transportation Services may change parking assignments as deemed necessary, restrict the use of any space(s) or lot(s) at any time, and determine the hours of control and mode of operations for any parking area at any time. University Parking and Transportation Services may deny or revoke parking privileges to any person when deemed necessary and/or considered to be in the best interests of the University.
  - 3. Parking on University property is at the Contractor's own risk. The University and any entity affiliated with it are not responsible for fire, theft, and damage to or loss of contractor's or subcontractor's vehicle or any article left therein. Only a license is granted to the user and no bailment is created.

# 1.10 COORDINATION WITH OCCUPANTS

- A. University may occupy site and both existing and adjacent building(s) during entire construction period. Cooperate with University during construction and sequence operations to minimize conflicts and facilitate University usage. Perform the Work so as not to interfere with University's day-to-day operations.
  - 1. Maintain existing exits from existing and adjacent building, unless otherwise indicated.
  - 2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from University and approval of authorities having jurisdiction.
  - 3. Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of University's occupied spaces, including noise, dust,

odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.

- 4. Coordinate with University Project Manager to schedule jack hammering or activities producing dusty conditions, excessive fumes or odors during off-hours.
- 5. When work must be accomplished in areas containing existing furniture, upon a minimum of 3 business days notification of the University Project Manager, University will remove or relocate existing furniture.
- 6. Provide not less than 72 hours' notice to University Project Manager of activities that will affect University's operations. University Project Manager will coordinate with campus tenants.
  - a. Refer to "Work Restrictions" Article of this Section for procedures and notification requirements related to utility interruptions.
- 7. Provide temporary barriers and partitions, or other means as required to protect occupants of existing building and the general public from injury due to construction activities. Prevent the spread of dust and dirt to adjacent occupied areas and building.

# 1.11 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. In planning and executing the Work, take into consideration the special needs of University patient care, teaching and research settings, for example, supply of critical utilities, noise and dust control, access to existing loading docks, occupied buildings, etc.
- B. Normal Working Hours: Limit work to normal working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday.
  - 1. Notify University Project Manager of all proposed work outside of normal working hours. Include dates, times, names and contact information for contractors and subcontractor performing the Work with notification. University Project Manager will notify, as appropriate, other University personnel and departments including, but not limited to, Building Maintenance and Operations (BMO) Directors, BMO assigned representative, Campus Police and Facilities Management.
- C. Noise and Vibration: Coordinate operations that may result in high levels of noise and vibration, or other disruption to University occupancy with University.
  - 1. Noise during Normal Working Hours: Identify potentially disruptive construction activities at weekly Progress Meeting and adjust active time of day to reduce significant impacts on occupants.
  - 2. Noise outside Normal Working Hours: Schedule construction work or demolition work outside of normal working hours with University Project Manager at minimum of 72 hours in advance.
    - a. The maximum permissible noise level is 75 decibels (dBA), measured at the adjacent property line.
- D. Contractor Identification:
  - 1. Supervisory staff for the primary contractor must obtain an identification badge at the University Anschutz Medical Center (AMC) Building 500. Submit the University Access Control Badge Application form through University Project Manager. Submitted forms shall be complete with all required information including a letter on company letterhead confirming employee status with

company and stating whether the company completes background testing and/or drug screening. Contractor supervision must display badge on site during construction activities.

- 2. To the greatest extent possible, Contractor's and subcontractor's employees must wear a recognizable logo shirt or hardhat identifying them as members of the contractor's work force.
- E. Use of Existing Elevators: Use "freight" elevators only and protect finishes during transport. Restrict use exclusively to time required to move construction materials.
  - 1. Do not block corridors, aisles, passageways or doors leading to elevator except as, and only to the extent approved by University Project Manager.
- F. Keys: Submit written request to University Project Manager on University Key Request Form.
  - 1. To the extent the need for keys is demonstrated and required to complete the Work, University Project Manager will issue keys to Contractor.
  - 2. Contractor is responsible for all costs related to lost or non-returned keys.
  - 3. Electrical, mechanical and sensitive research space may require University escort in lieu of issuing keys.
- G. Dock Deliveries: Restrict use exclusively to time required to unload and move construction materials.
- H. Existing Utility Interruptions: Do not interrupt water, sewer, plumbing, gas, steam, chilled water, oxygen, HVAC, electrical power, lighting, telephone and other related utilities serving facilities occupied by University without prior notice to and approval by the University. Coordinate and schedule interruptions in advance through the University Project Manager in strict conformance with University Utility Interruption/Outage Request Procedure.
  - 1. Form of Notice: University Utility Interruption and Start-up Request form.
  - 2. Time of Notice: Notice for major and minor outages as defined by the Utility Interruption/Outage Request Procedure is 8 business days for minor outages and 31 business days for major outages.
- I. Fire Alarm and Fire Sprinkler Interruptions: When construction activities require interruption of fire alarm or fire sprinkler service, or when dust from construction activities is likely to cause accidental alarm, advise University Project Manager who will submit an interruption request.
  - 1. Form of Notice: University Fire Alarm/Sprinkler Disable Request Form.
  - 2. Time of Notice: Prior to noon on the day before the anticipated interruption.
- J. Nonsmoking Campus: Smoking, chewing tobacco, and other related tobacco product use is not permitted at any location on campus or on any adjacent property.
- K. University Policies Applying to All Contractors: Comply with University policies applying to contractors including drug policy, sexual harassment policy and tobacco free policy. Obtain copies of University policies from University Project Manager.
  - 1. Controlled Substances: Use of tobacco products and other controlled substances on Project site and surrounding Campus is not permitted.
- L. Designated Eating Areas: Restrict consumption of food on project site to designated eating areas as approved by University Project Manager.

# 1.12 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
  - 3. Words in the singular number include the plural and those in the plural include the singular.
  - 4. Words of any gender include any other gender.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products may be identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 01 10 00

# **SECTION 01 18 00**

# **PROJECT UTILITY SOURCES**

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes matrix of utility sources applicable to Project.

# 1.3 QUALITY ASSURANCE

A. Comply with utility company and regulatory agency codes, standards, and guidelines for the provision of new or extension of exiting utilities.

#### 1.4 UTILITY SOURCE MATRIX

A. The following matrix summarizes utility responsible for provision of utility service:

	AMC				DC		AMC		DC	
	Trunk		In Tract		Trunk	In Tract	Trunk	In Tract	Trunk	In Tract
Steam	University	Note 1	Developer		Xcel	University	University	University	DW	University
Chilled Water	University	Note 1	Developer		NA	University	University	University	NA	University
Electricity	University	Note 2	Developer		Xcel	University	University	University	DW	University
Storm Drainage	COA		Developer		DW	University	University/ COA Note 5	University	DW	University
Sanitary Sewer	COA		Developer		DW	University	University/ COA <i>Note 5</i>	University	DW	University
Water	COA		Developer		DW	University	University/ COA Note 5	University	DW	University
Telecommunications	University	Note 3	Developer	Note 3	University	University	University	University	DW	University
Natural Gas	Xcel	Note 4	Developer		Xcel	University	University	University	DW	University
University: University	of Colorado	o Denver	Note 1: Univ	versity ov	vns Trunk st	team and ch	nilled water from CUP to v	/ault		
COA: City of Aurora			Note 2: University owns Trunk electrical from switch gear to manhole							
<b>DW:</b> Denver Water			<i>Note 3</i> : University owns Trunk telecom ductbank from main switch to manhole. Developer owns cable from switch to building							
		Note 4: Xcel has license agreement with University								
Developer:			Note 5: University and COA jointly permit							
University, TCH, UCH. In Tract lines are owned by the building they are feeding										

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 01 18 00

# SECTION 01 22 00

# **UNIT PRICES**

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for lump-sum and unit-cost allowances.
  - 2. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

### 1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by Change Order, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Upon completion of work involving unit prices, submit documentation to establish actual quantity of work provided. A Change Order will be issued in an amount equal to the actual quantity multiplied by the unit price.
- C. University reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at University's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.
  - 1. Description: Unsatisfactory soil excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to Section 31 20 00 "Earth Moving."
  - 2. Unit of Measurement: Cubic yard of soil excavated, based on survey of volume removed.
- B. Unit Price No. 2: Installation of asphalt pavement.
  - 1. Description: Placement of new asphalt pavement up to 6 inches thick, including base course, removal and excavation as required, in accordance with Section 32 12 16 "Asphalt Paving." not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Square yards of new asphalt.
- C. Unit Price No. 3: Installation of concrete curb and gutter.
  - 1. Description: Placement of new curb and gutter, removal and excavation of existing curb/earthwork as required, not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Linear feet of new concrete curb and gutter.
- D. Unit Price No. 4: Installation of concrete sidewalk
  - 1. Description: Placement of new concrete pavement up to 6 inches thick, and excavation of existing earthwork as required, not otherwise indicated in the Contract Documents.
  - 2. Unit of Measurement: Square yards of new concrete.

# END OF SECTION 01 22 00

# SECTION 01 23 00

### ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if University 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.
  - 3. Selection of alternates described in this Section may be deferred for possible selection at a subsequent date if so indicated in the Agreement.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. 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.
  - 1. Alternate descriptions are recognized as abbreviated and incomplete. Correlate the descriptions with applicable Specification Sections and Drawings for the provision of complete and coordinated work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

# 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Straighten E 19<sup>th</sup> Avenue Curbline
  - 1. Base Bid: Install new curb and gutter along E 19<sup>th</sup> Avenue to permanently close off the existing driveway cut directly north of the Hensel Phelps outdoor auditorium, as indicated on the primary plan view of the civil plan sheets. The new curb and gutter will span between the existing curb ramp on the west and the existing inlet on the east, which will both remain in place. The new curb will be set back slightly from the remainder of the northern curbline of E. 19<sup>th</sup> Avenue on either side of the existing curb cut.
  - 2. Alternate: Install new curb and gutter to the extent detailed within the Add-Alternate 1 insets on the civil plan sheets. The new curb and gutter will extend to the west to the existing inlet, and to the east to the point where the existing curb taper begins. This scope will include removal of two existing curb ramps, removal and replacement of one existing 5' Type R inlet and a new storm sewer manhole.
- B. Alternate No. 2: Snow Storage Area
  - 1. Base Bid: Provide a new concrete sidewalk south of the existing Aspen Parking Lot and east of the proposed northern parking spaces, as detailed on the primary plan view of the civil plan sheets. Grading around the turn-around curb and gutter and proposed sidewalk improvements is minimal.
  - 2. Alternate: Extend the road by about 60 feet to the east to provide a snow storage area. This scope will include a new 2 foot high retaining wall, landscape berm behind the wall, and a 5' Type R inlet and storm sewer piping and connection to existing manhole to serve the snow storage area, as detailed within the civil plan documents.

# END OF SECTION 01 23 00

# SECTION 01 25 00

# SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance, if applicable.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
  - 3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit each request for consideration in format and quantities specified in Section 01 33 00 "Submittal Procedures". Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A or Contractor-generated form with substantially the same information.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by University and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect/Engineer's Action: If necessary, Architect/Engineer in consultation with the University will request additional information or documentation for evaluation within seven calendar days of receipt of a request for substitution. Architect/Engineer in consultation with the University will notify Contractor of acceptance or rejection of proposed substitution within 14 calendar days of receipt of request, or seven calendar days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order.
  - b. Use product specified if Architect/Engineer does not issue a decision on use of a proposed substitution within time allocated.

# 1.5 QUALITY ASSURANCE

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

# 1.6 PROCEDURES

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

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 calendar days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect/Engineer in consultation with the University will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.
    - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - f. Requested substitution is compatible with other portions of the Work.
    - g. Requested substitution has been coordinated with other portions of the Work.
    - h. Requested substitution provides specified warranty.
    - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

# END OF SECTION 01 25 00

# SECTION 01 26 00

# CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23 for definitions and contractual requirements related to contract modification procedures.

#### 1.3 DEFINITIONS

A. Change Order: A written order in compliance with the requirements of the Contract authorizing changes in the Work. For the purposes of this Section a Change Order and a Contract Amendment shall have the same meaning.

# 1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Authorized Signatory: Submit name of individual authorized to accept changes and responsible for informing others employed by Contractor of changes in the Work.

#### 1.5 MINOR CHANGES IN THE WORK

A. Architect/Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.6 CHANGE ORDER BULLETIN

A. University-Initiated Change Order Bulletin: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. It will also state the time period for which the request will remain valid.

- 1. Change Order Bulletin Form: State Form SC-6.311 available on the website of the Office of the State Architect.
- 2. Work Change Order Bulletins issued by Architect/Engineer are not instructions either to stop work in progress or to execute the proposed change.
- B. Contractor-Initiated Change Order Bulletin: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect/Engineer.
  - 1. Change Order Bulletin Form: State Form SC-6.311 available from the website of the Office of the State Architect.
  - 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

# 1.7 CHANGE ORDER PROPOSAL

- A. Change Order Proposal: In response to a University-Initiated Change Order Bulletin or accompanying a Contractor-Initiated Change Order Bulletin, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change described.
  - 1. Change Order Proposal Form: State Form SC-6.312 available from the website of the Office of the State Architect.
  - 2. Labor Rates: Prior to submitting first Change Order Proposal, submit bare, unburdened hourly labor rates for all contractor and subcontractor labor categories; submit itemized breakdown of all applicable additional labor benefit costs to be added to the bare labor cost to arrive at the total burdened hourly labor cost.
  - 3. Equipment Costs: Provide cost backup for all equipment clearly indicating equipment billing rates and sufficient to demonstrate, as determined by the University Project Manager, that proposed rates are competitive and reasonable in all cases. Submit completed Change Order Proposal Form within the requested timeframe. Include backup documentation to support calculations consistent with Contract provisions, including but not limited to, the following:
    - a. Contractor and Subcontractor labor, material and equipment costs including:
      - 1) A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      - 2) Applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      - 3) Costs of labor and supervision directly attributable to the change and as permitted by the terms and conditions of the General Contract for Construction.
    - b. Contractor and Subcontractor overhead and profit.
    - c. Contractor's bond cost.
    - d. Justification for Change in Contract Time: An updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 4. Maintain detailed records of work completed. Provide complete information for evaluation of proposed changes and to substantiate proposed changes in Contract Sum or Contract Time.

### 1.8 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

### 1.9 CHANGE ORDER PROCEDURES

- A. Submit three signed copies of Change Order Proposal to Architect/Engineer for review.
  - 1. University-Initiated Change Order Bulletins: University and Architect/Engineer will evaluate Contractor's Change Order Proposal and either request additional information or suggest modifications. Based on this review and evaluation University will either accept or reject the proposal.
  - 2. Contractor-Initiated Change Order Bulletins: Architect/Engineer will evaluate Contractor's claim based on the terms and conditions of the Contractor Agreement and General Conditions of the Construction Contract, as applicable.
  - 3. Architect/Engineer's Action: When satisfied as to the accuracy and completeness of the Change Order Proposal, the Architect/Engineer will sign all three copies and forward to the University for consideration.
- B. On University's approval of a Change Order Proposal, Architect/Engineer will prepare, sign and forward three copies of a Change Order, State Form SC-6.31 available from the website of the Office of the State Architect, for signature by the Contractor. Contractor then forwards all three copies of signed Change Order to the University for signature and distribution of fully executed copies to Architect/Engineer and Contractor for record.
- C. Upon receipt of a fully executed Change Order, promptly perform the following:
  - 1. Revise Schedule of Values on the Application for Payment Form by indicating each authorized Change Order as a separate line item and adjusting the Contract Sum as shown on the Change Order.
    - a. University will not pay for changes to the Work until authorized by a Change Order signed by all parties.
  - 2. Revise the Progress Schedule to reflect any change in the Contract Time.
  - 3. Enter changes in the Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 01 26 00

# SECTION 01 29 00

#### PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 5. For projects required to obtain LEED certification, Division 01 Section "Sustainable Design Requirements" for administrative requirements governing submittal of cost breakdown information required for LEED documentation.

#### 1.3 DEFINITIONS

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

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Schedule of values report from cost-loaded Critical Path Method Schedule prepared in accordance with Section 01 32 00 "Construction Progress Documentation" may serve to satisfy requirements for the schedule of values.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
      - 1) Construction Manager's Fee.

- 2) Estimated Project General Conditions Costs.
- 2. Submit schedule of values and hold a conference with the Architect/Engineer and University Project Manager to finalize the schedule of values at earliest possible date, but no later than 10 business days before the date scheduled for submittal of initial Certificates and Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect/Engineer.
    - c. Architect/Engineer's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for LEED documentation, where applicable, and other Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  - 6. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not a direct cost of actual work-inplace shall be shown as separate line items in the schedule of values.
  - 7. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

# 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect/Engineer and paid for by University.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Pay Application and Schedule Review Meetings: Conduct in accordance with Section 01 31 00 "Project Management and Coordination." Provide draft application for payment and draft schedule update reflecting work accomplished during previous pay period. Review progress achieved; discuss and resolve issues affecting the progress; and review critical activities to be accomplished during the following 90 calendar days.
  - 1. Jobsite Walk: When required, conduct a walk of the jobsite to confirm progress related to any activity in question.
- C. Monthly Schedule Reporting: Upon conclusion of the Pay Application and Schedule Review Meeting, but not later than the 28th of the month, update the Construction Schedule and submit the Pay Application.
- D. Payment Application Times: Submit Application for Payment to Architect/Engineer by the first day of the month and no more than five (5) business days prior thereto. The period covered by each Application for Payment is per the date indicated in the Application.
- E. Payment Application Review: The Architect/Engineer shall, within five (5) business days after the receipt of each Certificate and Application for Payment, review the Project Application for Payment and either execute a Project Certificate for Payment to the University or notify the Contractor in writing of the reasons for withholding a Certificate.
  - 1. All applications for payment, except the final application, and the payments there under, shall be subject to correction in the next application rendered following the discovery of any error
- F. Application for Payment Forms: Use State Form SBP-7.2 "Certification for Contractor Payment."
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect/Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under University-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site as approved in advance by the University Project Manager and items stored at an off-site location previously agreed upon in writing.
  - 1. Provide certificate of insurance, evidence of transfer of title to University, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.

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- b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
- c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- I. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect/Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. For projects required to obtain LEED certification, LEED submittal for project materials cost data.
  - 4. Contractor's construction schedule (preliminary if not final).
  - 5. Products list (preliminary if not final).
  - 6. For projects required to obtain LEED certification, LEED action plans.
  - 7. Schedule of unit prices.
  - 8. Submittal schedule (preliminary if not final).
  - 9. List of Contractor's staff assignments.
  - 10. List of Contractor's principal consultants.
  - 11. Copies of building permits.
  - 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 13. Initial progress report.
  - 14. Report of preconstruction conference.
- K. Application for Payment at Substantial Completion: After Architect/Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for University occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. All items on Pre-acceptance Checklist (State Form SBP-05) have been completed.
  - 2. Notice of Acceptance (State Form SBP-6.27) has been issued.
  - 3. Statements to support local sales tax refunds, if any submitted.
  - 4. Notice of Contractor's settlement has been published.
  - 5. Evidence of completion of Project closeout requirements, including but not limited to:
    - a. Submittal of Record Documents.
    - b. Submittal of all Operation and Maintenance Manuals.
    - c. Completion of all required demonstration and training.
  - 6. Updated final statement, accounting for final changes to the Contract Sum.

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- 7. Evidence that claims have been settled.
- 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when University took possession of and assumed responsibility for corresponding elements of the Work.
- 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 01 29 00

# SECTION 01 31 00

### PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project Web site.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 01 73 00 "Execution" for procedures for coordinating general installation and fieldengineering services, including establishment of benchmarks and control points.
  - 3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Within 21 calendar days of Notice of Award submit, as complete as possible, a preliminary list to include all major subcontractors. Augment, complete and submit the final subcontractor list within 60 calendar days of Notice of Award, unless a longer duration is approved by the Architect/Engineer. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 14 calendar days after Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

# 1.5 GENERAL COORDINATION PROCEDURES

- A. General: Each entity involved in the performance of work for the entire Project shall cooperate in the overall coordination of the Work; promptly, when requested, furnish information concerning its portion of the Work; and respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervision, administrative or similar authority.
  - 1. University Standard Project Management Forms
    - a. Where applicable, obtain from the University Project Manager and use the following University Standard Forms:
      - 1) Preconstruction Agenda
      - 2) Change Order Log with Contingency Codes
      - 3) Access Control Badge Application Form
      - 4) Utility Interruption Request Form
      - 5) Utility Start-Up Request Form
      - 6) Fire Alarm/Sprinkler Disable Request Form
      - 7) Hot Work Permit Form
      - 8) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form
      - 9) Indoor Air Quality (IAQ) Planning Checklist
      - 10) Indoor Air Quality (IAQ) Inspection Checklist
  - 2. Site Utilization:
    - a. In addition to the site utilization limitations and requirements indicated in Section 01 10 00 "Summary" and indicated by the Contract Documents; administer the allocation of available space equitably among entities needing access and space, so as to produce the best overall efficiency in the performance of the total work of the project. Schedule deliveries so as to minimize the space and time requirements for storage of materials and equipment on the site; but do not unduly risk delays in the work.
    - b. Concurrent with work of the Contractor, other contractors, suppliers, and the University personnel may be working in relatively close proximity. The Contractor is solely responsible for coordinating their work with that of other contractors and will make no claims for failure to do so.
  - 3. Layout:
    - a. It is recognized that the Contract Documents are diagrammatic in showing certain physical relationships of the various elements and systems and their interfacing with other elements and systems. Establishment and coordination of these relationships is the exclusive responsibility of the Contractor. Do not scale the drawings. Lay out and arrange all elements to contribute to safety, efficiency and to carry the harmony of design throughout the Work. In case of conflict or undimensioned locations, verify required positioning with Architect/Engineer.
  - 4. Substrate Examination:

- a. The Installer of each element of the work must examine the conditions of the substrate to receive the work, dimensions and spaces adjacent, tolerances, interfacing with other elements and services, and the conditions under which the work will be performed, and must notify the Contractor in writing of conditions detrimental to the proper or timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- 5. Large and Heavy Equipment:
  - a. Contractor to coordinate with University Project Manager requirements to be maintained for the subsequent entry of large equipment units. Coordinate the movement of heavy items with shoring and bracing, so that the building structure will not be overloaded during the movement and installation.
  - b. Where equipment or products to be installed on the roof are too heavy to be hand-carried, do not transport across roof deck; position by crane or other device so as to avoid overloading the roof deck.
- B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections of the Specification that depend on each other for proper installation, connection, and operation.
  - 1. Contractor Communication with the University: Direct all communication with the University through the University Project Manager.
  - 2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 4. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for University and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
- E. Coordination Of Submittals: Prior to transmittal to the Architect/Engineer, review shop and erection drawings, product data, and samples for compliance with Contract Documents and for coordination among work of all Sections of the Specifications. Coordination of submittals shall include, but not be limited to the following:

- 1. Verification of field dimensions and clearances and relationship to available space and anchors.
- 2. Verification of compatibility with equipment and work of other Sections, electrical characteristics, and operational control requirements.
- 3. Verification of motor voltages and control characteristics.
- 4. Coordination of controls, interlocks, wiring of pneumatic switches, and relays.
- 5. Coordination of wiring and control diagrams.
- 6. Review of the effect of any changes on work of other Sections.
- 7. For any item to be installed in or on a finished surface, certify that applicable Contract Documents have been checked and that the item submitted is compatible with the surface finish on which it is to be installed.
- 8. Equipment and material submittals shall show sufficient data to indicate complete compliance with Contract Documents as follows:
  - a. Proper sizes and capabilities.
  - b. Ability to fit in the available space in a manner that will allow proper service.
  - c. Construction methods, materials, and finishes.
  - d. List of accessories.
- F. Special Coordination Requirements for Mechanical and Electrical Work:
  - 1. General: Provide necessary work and services required to coordinate the complete installation of heating, ventilating, and air conditioning (HVAC) equipment and systems; plumbing systems and fixtures; electrical equipment, fixtures, and systems; and other equipment or systems containing motors and controls or requiring connection to mechanical or electrical systems; all so that the various systems perform as indicated and are in harmony with other project Work.
  - 2. Contract Drawings:
    - a. Drawings are schematic in nature, and indicate in general how the various components are integrated with other parts of the building. Coordinate exact locations by job measurement, by verifying the requirements of other trades, and by review of Contract Documents.
  - 3. Mechanical and Electrical Drawings indicate general routing of the various parts of the systems, but do not indicate all sizes, fittings, offsets, and runouts which are required. Coordinate correct sizes, fittings, offsets, and runouts required to fit systems into allocated spaces. Coordinate locations of all light fixtures, vents, and supply grilles to conform to the ceiling grid system or other modular finishes.
  - 4. Coordinate installation of mechanical and electrical work in compliance with the following requirements:
    - a. Install piping, ductwork and similar services straight and true, aligned with other work, close to walls and overhead structure, allowing for insulation, concealed (except where indicated as exposed) in occupied spaces, and out-of-the-way with maximum passageway and headroom remaining in each space.
    - b. Install electrical work in a neat, organized manner with conduit and similar services in or parallel with building lines, and concealed unless indicated as exposed.
    - c. For all work maintain maximum practical overhead clearance but not less than 6" above ceiling. Where exposed, maintain 7'-0" minimum clearance.
    - d. Arrange all work to facilitate maintenance and repair or replacement of equipment. Locate services requiring maintenance on valves and similar units in front of services requiring less maintenance. Connect equipment for ease of disconnecting, with minimum of interference with other work.
    - e. Provide space to permit removal of coils, tubes, fan shafts, filters, other parts which may require replacement.
    - f. Locate operating and control equipment and devices for easy access. Furnish access panels where units are concealed by finishes and similar work.

- g. Integrate mechanical work in ceiling plenums with suspension system, light fixtures and other work, so that required performances of each will be achieved.
- h. Give the right-of-way to piping systems required to slope for drainage over other service lines and ductwork.
- i. Advise other trades of openings required in their work for accommodation of mechanical and electrical elements. Provide and place sleeves and anchors required in other work.
- 5. Access to Equipment: Except where located above accessible ceilings, provide access panels wherever access is required to concealed valves, controls, dampers, pull boxes and other devices requiring ongoing or periodic access.
  - a. Acceptable types of access panels are specified in Division 08.
  - b. Each trade is responsible for providing access panels needed for access to their equipment and coordinating installation with other Division 03, 04, 06 and 09 trades.
  - c. Coordinate requirements and obtain approval of locations from Architect/Engineer.
- G. Compatibility of Systems:
  - 1. Provide products and equipment which are compatible with other work requiring mechanical/electrical interface including electrical connections, control devices, water, drain and other piping connections. Verify electrical characteristics, fuel requirements and other interface requirements before ordering equipment and resolve conflicts that may arise.
  - 2. Coordinate equipment, mechanical and electrical work in accordance with the following schedule:

ITEM	FURNISHED	MOUNTED	LOW	POWER	LOW
<u>II Elvi</u>					
	<u>BY</u>	<u>BY</u>	<u>VOLTAGE</u>	WIRED &	VOLTAGE CONTROL
			WIRED	CONNECTED	CONTROL
			<u>BY</u>	BY	CONNECTED
					BY
Equipment motors	Ι	MI	MI	EI	
Motor starters,	MI	EI	EI	EI	MI
contactors and					
overload heaters					
Fused and unfused	EI**	EI**	EI**	EI	
disconnect switches					
Manual operating	MI	EI	EI	EI	EI
switches, speed					
switches, push-button					
stations and pilot					
lights					
Duct detectors	EI	MI	MI	EI	MI
Control relays and	MI	MI	MI	EI	MI
transformers					
Thermostats, time	MI	MI	MI	EI	MI
switches*					
Temperature control	MI	MI	MI	EI	MI
panels					
Motor and solenoid	MI	MI	MI		MI
valves, damper					
motors, PE and EP					
switches					
Refrigeration	MI	MI	MI	EI	MI
equipment, cooling					
tower and controls					
to the und controls			1		I]

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Electric meters	EI	EI	EI	EI	MI			
Steam meters	MI	MI	MI	MI	MI			
Chilled water meters,	MI	MI	MI	MI	MI			
Water meters	MI***	MI	MI	MI	MI			
Natural Gas	MI	MI	MI	MI	MI			
EI = F MI = 1 * M vo m H sh re 20 co ** D ***Bu	<ul> <li>I = Installer of equipment requiring electrical service</li> <li>EI = Electrical Installer</li> <li>MI = Mechanical Installer</li> <li>* Motor driven units which are controlled from line voltage automatic controls such as line voltage thermostats, float switches or time switches which conduct full load current of the motor shall be wired for both power and control circuit under the electrical contract. However, if the control device does not conduct full load current, then the responsibility shall be that set forth in the above schedule. (Example: a 208 volt, 3-phase, 3- wire motor requires 120 volt control. Electrical Installer shall furnish a 120 volt circuit for control and 208 volt circuit for power and wire the power circuit. Mechanical Installer shall wire the control circuit.)</li> </ul>							

- H. Special Coordination Requirements for Exterior Envelope Work:
  - 1. General: Provide necessary work and services required to coordinate the complete and continuous installation of the building's heat, air and moisture barriers. Exterior building envelope construction to be coordinated includes, but is not limited to, below-grade walls, slabs-on-grade, exterior opaque walls, windows, curtain walls, roofs, and skylights.
  - 2. Contract Drawings:
    - a. Drawings indicate general concepts and design intent for continuity of heat, air and moisture barriers at each exterior building envelope component and at transitions between building envelope components. Coordinate details for continuity based on actual product selections and Contractor's proposed sequence of construction.
- I. Complete Systems:
  - 1. It is the intent of the Contract Documents that all systems, including mechanical and electrical, be complete and functional to provide the intended or specified performance. Provide all incidental items and parts necessary to achieve this requirement.
  - 2. Provide correctly sized power, utilities, piping, drains, services and their connections to equipment and systems requiring them, whether or not specific items are listed in the schedule under "Compatibility of Systems" paragraph in this Section.
- J. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as University's property.

2. Establish recycling program at job site. Refer to Section 01 74 19 "Construction Waste Management and Disposal" for additional requirements.

### 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple subcontractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect/Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings, where required, to adequately represent the Work.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
  - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
  - 6. Mechanical and Plumbing Work: Show the following:
    - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.

- c. Fire-rated enclosures around ductwork.
- 7. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 8. Fire-Protection System: Show the following:
  - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
- 9. Windows, Curtain Wall, and Exterior Wall Assembly Transition Work: Show all components of each adjacent wall or window system and all required compatible tie-ins between them including transition strips, flashings and sealants. Clearly identify each product, its configuration and its extent. Shop Drawings which only generically indicate adjacent construction and/or indicate "construction by others" will not be acceptable.
- 10. Review: Architect/Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect/Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect/Engineer will so inform Contractor, who shall make changes as directed and resubmit.
- 11. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

# 1.7 REQUESTS FOR INFORMATION (RFIs)

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

- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- 14. Space for response and signature by Architect/Engineer.
- C. RFI Forms: Hard copy form or software-generated form with substantially the same content as indicated above, acceptable to Architect/Engineer.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect/Engineer's Action: Architect/Engineer will review each RFI, determine action required, and respond. Allow seven calendar days for Architect/Engineer's response for each RFI. RFIs received by Architect/Engineer after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect/Engineer's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect/Engineer's action may include a request for additional information, in which case Architect/Engineer's time for response will date from time of receipt of additional information.
  - 3. Architect/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Contractor-Initiated Change Order Bulletin and Proposal according to Section 01 26 00 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect/Engineer in writing within seven calendar days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by RFI number. Submit log weekly. Use CSI Log Form 13.2B or Contractor-generated form of substantially same content. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect/Engineer.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect/Engineer's response was received.
- F. On receipt of Architect/Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect/Engineer within seven calendar days if Contractor disagrees with response.

# 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify University and Architect/Engineer of scheduled meeting dates and times a minimum of 4 business days prior to meeting.
    - a. Participants, including representatives of subcontractors and suppliers, shall be qualified, familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including University and Architect/Engineer, within three business days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time and site convenient to all parties, but not later than 14 calendar days after Notice to Proceed.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. Authorized representatives of University:
      - 1) University Project Manager.
      - 2) University Building Maintenance Operations (BMO) Representative.
    - b. Architect/Engineer and their consultants.
    - c. Contractor's project manager and superintendent.
    - d. Major subcontractors and suppliers.
    - e. Other concerned parties shall attend the conference.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Designation of key personnel and their duties.
    - b. Lines of communications.
    - c. List of major subcontractors and suppliers.
    - d. Tentative construction schedule.
      - 1) Phasing.
      - 2) Critical work sequencing and long-lead items.
      - 3) Equipment deliveries and priorities.
    - e. Procedures and processing of:
      - 1) Change Order Bulletin, Change Order Proposal and Change Orders.
      - 2) RFI's
      - 3) Testing and inspecting.
      - 4) Applications for Payment.
      - 5) Submittals.
      - 6) Preparation of record documents.
    - f. Use of the premises, existing building and adjacent buildings as applicable.

- 1) Work restrictions.
- 2) Working hours.
- 3) University's occupancy requirements.
- 4) Procedures for disruptions and shutdowns.
- 5) Construction parking and staging.
- 6) Construction route and site access.
- 7) Office, work, and storage areas.
- 8) Progress cleaning and housekeeping procedures.
- g. Project coordination.
- h. Distribution of the Contract Documents.
- i. Temporary facilities and controls.
- j. Indoor Air Quality Plan and Monitoring including procedures for moisture and mold control.
- k. Construction waste management and recycling.
- l. Safety.
  - 1) Fire and Life Safety.
  - 2) Health and Safety.
- m. First aid.
- n. Security.
- o. Building Department.
- p. Telecommunications.
- q. Building Services.
- r. Building Operations.
- s. University Work Related Policies.
- t. Contractor Contacts.
- u. University Contacts.
- v. University Process Forms.
  - 1) Key Request Form.
  - 2) Access Control Badge Application Form.
  - 3) Utility Interruption Request Form.
  - 4) Utility Start-Up Form.
  - 5) Fire Alarm/ Sprinkler Disable Request Form.
  - 6) Hot Work Permit Form.
  - 7) Anschutz Medical Campus (AMC) Street and Parking Lot Closure Form.
  - 8) Indoor Air Quality (IAQ) Plan.
  - 9) IAQ Planning Checklist.
  - 10) IAQ Inspection Checklist.
  - 11) Request for Variance.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. LEED Coordination Conference: For projects pursuing LEED certification, schedule and conduct a LEED coordination conference before starting construction, at a time convenient to University Architect/Engineer, and Contractor.
  - 1. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. Architect/Engineer and their consultants.
    - c. Contractor's project manager, superintendent and LEED coordinator.
    - d. Major subcontractors and suppliers.

- e. Other concerned parties.
- 2. Agenda: Discuss items of significance that could affect meeting requirements for LEED certification, including the following:
  - a. LEED Project Checklist.
  - b. Procedures for selecting and monitoring status for achieving Project goals related to recycled content and regional materials.
  - c. General requirements for LEED-related procurement and documentation.
  - d. Project closeout requirements and LEED certification procedures.
  - e. Role of LEED coordinator.
  - f. Construction waste management.
  - g. Construction operations and LEED requirements and restrictions.
- 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site for installations, systems or assemblies where required by individual Specification Sections, or where deemed necessary by Contractor.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect/Engineer of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following, as appropriate:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. LEED requirements, for projects pursuing LEED certification.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility requirements.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. Protection of construction and personnel.
  - 3. Record significant conference discussions, approved schedules, agreements, and disagreements, including required corrective measures and actions.

- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information, including University Project Manager and Architect/Engineer.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to University and Architect/Engineer, but no later than 30 calendar days prior to the scheduled date of Substantial Completion or Partial Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
    - a. University Project Manager.
    - b. University Building Maintenance Operations (BMO) Representative.
    - c. Architect/Engineer and their consultants.
    - d. Contractor's project manager and superintendent.
    - e. Major subcontractors and suppliers.
    - f. Other concerned parties.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Procedures related to:
      - 1) Notice of Completion, including preparation of Contractor's punch list.
      - 2) Final Inspection.
      - 3) Notice of Substantial Completion.
      - 4) Notice of Approval of Occupancy/Use.
      - 5) Supplemental Occupancy/Use Checklist.
      - 6) Supplemental Acceptance Checklist.
      - 7) Pre-acceptance Checklists.
      - 8) Notice of Acceptance.
      - 9) Settlement and Final Payment.
    - b. Preparation of record documents.
    - c. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - d. Submittal of written warranties.
    - e. Requirements for completing LEED documentation, for projects pursuing LEED certification.
    - f. Requirements for preparing operations and maintenance data.
    - g. Requirements for delivery of material samples, attic stock, and spare parts.
    - h. Requirements for demonstration and training.
    - i. University's partial occupancy requirements.
    - j. Installation of University's furniture, fixtures, and equipment.
    - k. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- F. Progress Meetings: Conduct progress meetings at weekly intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.

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- 2. Attendees: Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work and include the following:
  - a. University Project Manager.
  - b. University Health Safety Department Representative.
  - c. University Building Maintenance Operations Representative.
  - d. University Campus Building Official.
  - e. Architect/Engineer and their consultants.
  - f. Contractor's project manager and superintendent.
  - g. Major subcontractors and suppliers.
  - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities.
  - i. As needed, University Building Maintenance Operations (BMO), Subject Matter Experts (SME), and University Facility Support Services (FSS) Representatives.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule:
    - 1) Review progress since the last meeting.
    - 2) Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule.
    - 3) Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 4) Review schedule for next two week period.
    - 5) Review schedule of deliveries.
    - 6) Review off-site fabrication.
  - b. Site Safety.
  - c. Indoor Air Quality Management monitoring.
  - d. MS4 Storm Water and Water Quality monitoring.
  - e. Quality:
    - 1) Quality and work standards.
    - 2) Status of correction of deficient items.
    - 3) Progress cleaning.
    - 4) Field observations.
  - f. Status of submittals.
  - g. Status of RFIs.
  - h. Status of Changes including:
    - 1) Change Order Bulletins.
    - 2) Change Order Proposals.
    - 3) Change Orders.
    - 4) Pending claims and disputes.
  - i. Status of LEED documentation, for projects pursuing LEED certification.
  - j. Review present and future needs of each entity present including:
    - 1) Access.

- 2) Site utilization.
- 3) Temporary facilities and controls.
- 4) Coordination.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- G. Pay Application and Schedule Review Meeting: Conduct review meeting monthly on or about the 25<sup>th</sup> of each month.
  - 1. Attendees:
    - a. University Project Manager.
    - b. Architect/Engineer.
    - c. Contractor's Project Manager, Superintendant and Scheduler.
  - 2. Agenda: Review draft pay application and progress schedule update in accordance with the requirements of Section 01 29 00 "Payment Procedures" and Section 01 32 00 "Construction Progress Documentation."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

### END OF SECTION 01 31 00

# SECTION 01 32 00

# CONSTRUCTION PROGRESS DOCUMENTATION

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Monthly project status reports.
  - 6. Material location reports.
  - 7. Site condition reports.
  - 8. Special reports.

#### B. Related Requirements:

- 1. Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
- 2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum exclusive of profit, overhead, and general conditions costs.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either University or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower necessary for the completion of an activity as scheduled.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file and four paper copies.
- B. Startup construction schedule (bar chart).
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Construction Schedule Updating Reports: Submit draft for discussion at monthly project schedule and pay application review meeting. Submit final report with monthly Application for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.

# 1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial University occupancy, as may be applicable.
  - 4. Review delivery dates for University-furnished products.
  - 5. Review schedule for work of University's separate contracts.

- 6. Review submittal requirements and procedures.
- 7. Review time required for review of submittals and resubmittals.
- 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
- 9. Review time required for Project closeout and University startup procedures, including commissioning activities.
- 10. Review and finalize list of construction activities to be included in schedule.
- 11. Review procedures for updating schedule.

#### 1.6 COORDINATION

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

# PART 2 - PRODUCTS

# 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date is not permitted. Contract completion date may only be modified by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 21 calendar days, unless specifically allowed by Architect/Engineer.
  - 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 calendar days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include adequate time for startup, testing and commissioning.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect/Engineer's administrative procedures necessary for issuing Notice of Substantial Completion.
- C. Constraints: Include the following constraints and work restrictions as indicated in the Contract Documents and as applicable in schedule; show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work by University: Include a separate activity for each portion of the Work performed by University.

- 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- 4. University-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
- 5. Work Restrictions: Show the effect of the following items, as applicable, on the schedule:
  - a. Coordination with existing construction.
  - b. Limitations of continued occupancies.
  - c. Uninterruptible services.
  - d. Partial occupancy before Substantial Completion.
  - e. Use of premises restrictions.
  - f. Environmental control.
- 6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Submittals.
  - b. Mockups.
  - c. Fabrication.
  - d. Sample testing.
  - e. Deliveries.
  - f. Installation.
  - g. Tests and inspections.
  - h. Building flush-out.
  - i. Startup and placement into final use and operation.
- 7. Construction Areas: As applicable, identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Commencement of Work, Substantial Completion, Notice of Occupancy and Use, and Final Acceptance. As applicable, also include milestones for Partial Substantial Completion and Partial Notice of Occupancy and Use.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules and as approved by University and Architect/Engineer.

# 2.2 STARTUP CONSTRUCTION SCHEDULE (BAR CHART)

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within seven calendar days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 calendar days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

# 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (BAR CHART OR GANTT CHART)

- A. Bar-Chart or Gantt-Chart Schedule: Submit startup, horizontal, bar-chart-type or a comprehensive, fully developed, horizontal, Gantt-chart-type construction schedule within 30 calendar days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Use the same breakdown of construction activities as indicated in the Schedule of Values.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar. With each required construction schedule update, place a contrasting mark in each bar to indicate actual completion.
    - a. Total cost assigned to activities shall equal the total Contract Sum exclusive of general conditions, overhead and profit costs.
    - b. As requested by University, code activities to permit sorting of Schedule of Values by CSI Division, funding sources, sub-trades, building systems, Bid Packages as applicable, or combinations thereof.
    - c. Resource load activities with forecasted manpower and code to permit production of graphically depicted manpower report. Show manpower effort for each subcontractor and as an aggregate for each month.
- C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- D. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
  - 10. Dollar value of activity (coordinated with the schedule of values).
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

- 1. Identification of activities that have changed.
- 2. Changes in early and late start dates.
- 3. Changes in early and late finish dates.
- 4. Changes in activity durations in workdays.
- 5. Changes in the critical path.
- 6. Changes in total float or slack time.
- 7. Changes in the Contract Time.
- F. Summary Reports: With each schedule update, at a minimum provide the following hard copy cost and resource reports:
  - 1. Cost report showing activity dollar value, dollar value of work in place to-date and dollar value for current period.
  - 2. Cost report showing activity dollar value, dollar value of work in place to-date, and dollar value for current period summarizing to schedule of values.
  - 3. Resource report showing man-day allocations by specific trade on each activity.
  - 4. Variance report comparing current dates to target dates.
  - 5. Cash flow report showing monthly projections of expenditures.
  - 6. Narrative schedule report documenting:
    - a. Description of the actual work accomplished during the reporting period.
    - b. Description of any problem areas.
    - c. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
    - d. A list of proposed modifications, additions, deletions, and changes in logic to the approved construction schedule.

# 2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (see special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Services connected and disconnected.
  - 16. Equipment or system tests and startups.
  - 17. Partial completions and occupancies.
  - 18. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

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- 1. Material stored prior to previous report and remaining in storage.
- 2. Material stored prior to previous report and since removed from storage and installed.
- 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to University within one calendar day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise University in advance when these events are known or predictable.

# PART 3 - EXECUTION

# 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule draft update schedule for discussion and review at monthly project progress schedule and pay application review meeting.
  - 1. Revise schedule immediately after each meeting and issue updated schedule concurrently with submittal of monthly Application for Payment.
  - 2. Include summary reports with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
  - 4. Schedule updates may change logic but may not change milestone or critical path without prior approval of University and Architect/Engineer.
- B. Distribution: Distribute copies of approved schedule to Architect/Engineer University, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

# END OF SECTION 01 32 00

# SECTION 01 32 33

# PHOTOGRAPHIC DOCUMENTATION

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.
- B. Related Requirements:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting photographic documentation.
  - 2. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

# 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three business days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 12 megapixels.
  - 2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect/Engineer.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    - g. Unique sequential identifier keyed to accompanying key plan.

# 1.4 QUALITY ASSURANCE

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

# 1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to University for unlimited reproduction of photographic documentation.

# PART 2 - PRODUCTS

# 2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

#### PART 3 - EXECUTION

# 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect/Engineer.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect/Engineer.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 40 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

- E. Periodic Construction Photographs: Take 40 photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Architect/Engineer-Directed Construction Photographs: From time to time, Architect/Engineer will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take [20] color photographs after date of Substantial Completion for submission as project record documents. Architect/Engineer will inform photographer of desired vantage points.
  - 1. Do not include date stamp.
- H. Additional Photographs: University through Architect/Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
  - 1. Three business days' notice will be given, where feasible.
  - 2. In emergency situations, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. University's request for special publicity photographs.

# END OF SECTION 01 32 33

# SECTION 01 33 00

# SUBMITTAL PROCEDURES

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 02 through 33 for additional submittal requirements specific to indicated Specification Sections.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals." Submittals not specifically indicated as informational submittals are considered to be action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals" and include, but are not limited to:
  - 1. Schedules.
  - 2. Permits.
  - 3. Applications for payment.
  - 4. Performance and payment bonds.
  - 5. Insurance certificates.
  - 6. List of Subcontractors.
  - 7. Schedule of Values.
  - 8. Inspection and test results.
  - 9. Closeout documents.

- 10. Coordination drawings.
- 11. Street and Storm Water Quality Management Plan.
- 12. Indoor Air Quality Management Plan.
- 13. Anschutz Medical Campus Street Services Request.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

# 1.4 ACTION SUBMITTALS

- A. Submittals: Refer to individual CSI divisions for additional submittal requirements. If CSI division submittal requirements does not fully cover project scope, contractor shall submittal product data, shop drawings, testing data, certifications, and additional information for all permanent materials and components.
- B. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect/Engineer and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 3. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for Architect/Engineer's final release or approval.
    - h. Scheduled date of fabrication.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect/Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect/Engineer for Contractor's use in preparing submittals.
  - 1. Architect/Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

- a. Architect/Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- b. Digital Drawing Software Program: The Contract Drawings are available in Civil 3D 2020 format.
- c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to University and Architect/Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit for review with sufficient time to avoid construction delays.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
  - 4. Large and/or Complex Submittals: For large and/or complex submittals, as determined by the Architect/Engineer and for submittals that require sequential reviews by Architect/Engineer's consultants, a review period greater than 14 calendar days may be required. Architect/Engineer and Contractor shall identify such submittals upon submission of the submittal schedule and determine a mutually agreed upon review period.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately [6 by 8 inches] <Insert dimensions> on label or beside title block to record Contractor's review and approval markings and action taken by Architect/Engineer.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect/Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.

- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
- i. Number and title of appropriate Specification Section.
- j. Drawing number and detail references, as appropriate.
- k. Location(s) where product is to be installed, as appropriate.
- l. Other necessary identification.
- 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect/Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect/Engineer.
- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect/Engineer will return without review submittals received from sources other than Contractor.
  - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect/Engineer.
    - 6) Name and address of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Contractor's certification that information complies with Contract Document requirements.
    - 19) Signature of transmitter.
- 6. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software acceptable to University, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Architect/Engineer.
  - d. Name and address of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Specification Section number and title.

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- j. Specification paragraph number or drawing designation and generic name for each of multiple items.
- k. Drawing number and detail references, as appropriate.
- 1. Location(s) where product is to be installed, as appropriate.
- m. Related physical samples submitted directly.
- n. Indication of full or partial submittal.
- o. Transmittal number.
- p. Submittal and transmittal distribution record.
- q. Other necessary identification.
- r. Contractor's certification that information complies with Contract Document requirements.
- s. Remarks.
- E. Options: Identify options requiring selection by Architect/Engineer.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect/Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Contractor Certification: On transmittal include Contractor's certification that information complies with Contract Document requirements.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect/Engineer's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect/Engineer's action stamp.
- K. Record Documents: Retain complete additional copies of submittals on Project site to be submitted as record documents in accordance with requirements of Section 01 78 39 "Project Record Documents."
- L. Legibility: Provide clear and legible submittals. Submittals that are blurry or are for any reason unreadable will be returned without action.

# PART 2 - PRODUCTS

#### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Post electronic submittals as PDF electronic files directly to Project Management Software Web site specifically established for Project.

- a. Architect/Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- 2. Action Submittals: Submit three paper copies of each submittal to Architect/Engineer and one to University unless otherwise indicated. Architect/Engineer will return one copy.
- 3. Informational Submittals: Submit two paper copies of each submittal to Architect/Engineer and one to University unless otherwise indicated. Architect/Engineer will not return copies.
- 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's printed recommendations.
    - e. Standard color charts.
    - f. Statement of compliance with specified referenced standards.
    - g. Statement of compliance with specified trade association standards.
    - h. Testing by recognized testing agency.
    - i. Application of testing agency labels and seals.
    - j. Notation of coordination requirements.
    - k. Notation of dimensions verified by field measurement.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Rough-in diagrams and templates indicating clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
  - 6. Confirm compliance of Product Data with requirements of Contract Documents. Submit cover letter indicating Contractor's certification of compliance.
  - 7. Submit additional copies of Product Data as required complying with requirements of Section 01 78 39 "Project Record Documents."
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Highlight, encircle or otherwise indicate deviations from Contract Documents. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect/Engineer's digital data drawing files is otherwise permitted. Standard information prepared without specific reference to the Project is not considered a shop drawing.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.

- b. Schedules.
- c. Compliance with specified standards.
- d. Notation of coordination requirements.
- e. Notation of dimensions established by field measurement.
- f. Relationship and attachment to adjoining construction clearly indicated.
- g. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than size of Construction Drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Mount, display or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect/Engineer's Sample.
  - 3. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
    - f. Compliance with recognized standards.
    - g. Availability and delivery time.
  - 4. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.
  - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- 7. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as University's property, are the property of Contractor.
- 8. Distribution of Samples: Prepare and distribute additional sets to Subcontractors, manufacturers, fabricators, suppliers, Installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- 9. Field Samples and Mock-Ups: Field Samples and mock-ups specified in individual Sections are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
- E. Selection of Related Materials: Where selections of colors, patterns, textures are specified to be made by Architect/Engineer, assemble complete samples of all specified or approved products for all Specification Sections and submit to Architect/Engineer. Review specifications and assemble all such samples for a combined single submittal. Indicate on the transmittal the latest date for selections to be made for each item to permit delivery of material in accordance with Progress Schedule. Architect/Engineer's action is limited solely to the specified selections or rejection of submittal items not in accordance with Specifications.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- L. LEED Submittals: For project required to obtain LEED certification, comply with requirements specified in Division 01 Section "Sustainable Design Requirements".
- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- Q. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- R. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- S. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- T. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- U. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

# 2.2 DELEGATED-DESIGN SERVICES

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

# PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect/Engineer. Submittals received without Contractor's substantive review and approval stamp will be rejected and returned to the Contractor.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT/ENGINEER'S ACTION

- A. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect/Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect/Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect/Engineer without action.

# END OF SECTION 01 33 00

# SECTION 01 35 44

# SPECIAL PROCEDURES FOR ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes special administrative and procedural requirements related to environmental health and safety.
- B. University is Authority Having Jurisdiction (AHJ) for Fire and Life Safety. This responsibility is administered by the University's Fire and Life Safety Officer.
- C. Related Requirements:
  - 1. Section 01 35 46 "Indoor Air Quality Procedures" for procedure related to maintaining indoor air quality during construction.
  - 2. Section 02 81 00 "Transportation/Disposal of Hazardous Materials."

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

# 3.1 ENVIRONMENTAL HEALTH AND SAFETY AND FIRE AND LIFE SAFETY PROCEDURES

- A. Physical, Life, and Fire Safety:
  - 1. All contractors are required to conform to the Federal Occupational Safety and Health Administration (OSHA) regulations for construction (29 CFR 1926). Certain General Industry Standards (29 CFR 1910) may also apply, depending on location of work.
  - 2. Provide an effective health and safety program to control hazards, including but not limited to compressed gases, welding, electrical, safety netting, cranes, scaffolding and supplies on the roof.
  - 3. Provide fire protection in all construction areas to the satisfaction of the Authority Having Jurisdiction.
  - 4. During the construction phase, the Authority Having Jurisdiction may conduct oversight inspections to observe and provide recommendations regarding applicable safety standards. The following minimum items are included:
    - a. Do not block exit corridors. Install signage clearly identifying exit routes.
    - b. Provide physical barriers with appropriate warning signage to protect public areas from construction work.

- c. Conduct daily inspections to eliminate fire hazards and any other safety hazards.
- d. Periodic safety inspections will be performed on job sites by the Authority Having Jurisdiction. The Authority Having Jurisdiction for fire safety will present University's Project Manager with a written summary of the findings who will then take these issues to the Contractor's superintendent, foreman or other designated representative and return the summary form with documentation of the resolution of safety items to AHJ. Abate deficient items in a timely manner. Include documentation and resolution of safety items presented in weekly Progress Meeting minutes. Inspections by University AHJ are spotchecks only. They are not all encompassing. These inspections and recommendations do not relieve the Contractor from obligations related to safe work practices, as required under federal law.
- e. AHJ has the right to access the site at all times. Should a potential threat to personnel or property be observed, AHJ may require the hazard related operation immediately altered until adequate safeguards are addressed.
- f. Supply AHJ, through the University Project Manager, with a copy of Contractor's weekly safety meeting minutes and safety inspection reports.
- g. Provide signs used for proper identification of construction areas.
- h. Provide adequate number of appropriately rated fire extinguishers to be available on-site for emergency use in the construction area.
- i. Insure standpipes, pull stations, electrical panels, water control valves and fire hydrants are accessible at all times.
- j. Post emergency notification phone numbers provided by Contractor and University in all construction areas.
- k. Notify University Project Manager of any lost time injuries occurring on University's property within one (1) calendar day and of any fatalities immediately.
- 1. Submit copies of all injury reports to AHJ, through University's Project Manager.
- m. Equip construction personnel with personal protective equipment (PPE) where required. Coordinate with University Project Manager to identify where use of PPE will be required.
- B. OSHA Hazard Communication Standard:
  - 1. Every Contractor and Subcontractor performing work shall to comply with the OSHA Hazard Communication Standard. Compliance includes joint University and Contractor responsibilities for the purpose of providing timely communications and information sharing with regard to hazardous materials, chemicals and chemical sources which may be present on-site or brought in by Contractor.
  - 2. University Project Manager will provide Contractor with the following:
    - a. Information regarding known hazardous chemicals and agents or other hazards present at the job site.
    - b. University emergency procedures and contact numbers.
  - 3. Provide safety training and environmental surveillance of all workers.
  - 4. Inform and provide University's Project Manager the following:
    - a. Material safety data sheets (MSDS) for all chemicals introduced into the workplace.
    - b. Information regarding potential sources of pollutants which may be entrained in University's air intakes, e.g., roofing tar fumes, nuisance dusts, exhaust from internal combustion engines, welding or cutting fumes, and asbestos if damaged or encountered during the course of the work.
- C. Asbestos and Lead Paint:
  - 1. The presence of asbestos-containing materials and/or paint containing lead on the job site does not mean a problem exists. Areas where asbestos is friable and not contained or lead paint is present or will be caused to be present in airborne or settled dust are of concern.

- 2. Responsibilities of University and Contractor regarding asbestos and lead paint are as follows:
  - a. University:
    - 1) Notify the Contractor of the condition and location(s) where asbestos is known to be present or may reasonably be encountered, e.g., asbestos insulation, ceiling tiles, floor tiles, fire doors, wall and ceiling plasters, concrete, grouting, etc., and lead paint on metal building materials, walls, windows, etc.
    - 2) Coordinate with Contractor when response action is required by a Subcontractor.
    - 3) Contract with third party contractor to monitor areas where friable asbestos and/or lead-containing particles are present during construction/renovation projects for its own records and purpose. Monitoring results can be shared with Contractors but are in no way to be used for Contractor employee monitoring.
    - 4) Final authority on all asbestos-related concerns and contractual arrangements.
  - b. Contractor:
    - 1) Notify University's Project Manager of any suspected or existing problem involving asbestos or lead and cease work in that area until University has assessed the situation.
    - 2) Ensure that undamaged asbestos-containing material and/or material containing lead, not included in the scope of the project, are not damaged.
    - 3) Train and monitor their own employees, including Asbestos Awareness training and Lead Paint Awareness training, where applicable.
    - 4) Be responsible for all environmental/industrial hygiene surveillance of its work staff and subcontractors and for required area monitoring where potential contamination of adjacent areas exists.
    - 5) Prevent problems which can result in asbestos or lead exposure to building occupants.
    - 6) Coordinate with the University's EHS Department and Building Maintenance and Operations through University's Project Manager and perform all activities that may potentially disturb asbestos containing materials in a manner acceptable to the EHS.
    - Follow State of Colorado regulation, Emission Standards for Asbestos, Part B, Control of Asbestos, "Regulation 8" and OSHA standards regulating exposure to asbestos and lead.
    - 8) Where applicable, comply with Section 02 81 00 "Transportation/Disposal of Hazardous Materials."
    - 9) Comply with current "Asbestos-Contaminated Soil Management Standard Operating Procedure Document, University of Colorado Anschutz Medical Campus" during excavation operations.
- D. Carcinogens:
  - 1. Contractor or any Subcontractor shall not knowingly install or cause to be installed any material or product containing carcinogens. Refer to Annual Report on Carcinogens, U.S. Department of Health and Human Services, National toxicology Program.
- E. Hazardous Waste:
  - 1. All hazardous wastes are to be handled and disposed of according to current EPA and CDPHE guidelines which can be obtained through University Project Manager. Only individuals specifically authorized by University may sign hazardous waste manifests for wastes generated on University's property. Only University approved transporters and disposal facilities are to be used for transportation and disposal of hazardous wastes.

- F. The Control of Hazardous Energy (Lockout/Tagout):
  - 1. Provide and enforce a program and procedures for the control of hazardous energy (lockout/tagout) including, but not limited to, locks, tags and lockout devices. Provide proof that workers have received safety training in the control of hazardous energy through lockout/tagout.
- G. Hot Work Operations:
  - 1. Comply with University hot work policy and obtain Hot Work Permit prior to executing any hot work in existing buildings.
  - 2. Notify University Project Manager prior to any hot work on University property.
  - 3. Provide and enforce a program to control fires during hot work operations. Provide appropriately rated fire extinguishers, fire retardant protective covers (when needed), and any other hot work related equipment.
- H. Confined Space Entry:
  - 1. Work in compliance with the "Confined Spaced Entry Procedure for Non-University Personnel" whenever any project requires entry into a confined space. A copy of this procedure can be obtained from University EHS through University's Project Manager.
- I. Green Tagging of Work Area:
  - 1. Obtain a Green Tag and Construction Permit from the University Project Manager prior to any work being conducted in a laboratory or on any exhaust ductwork system serving a laboratory. If a Green Tag has been issued, it will be displayed at the entry of the laboratory area. The Green Tag assures that any radioactive, chemical or biological materials have been removed from the laboratory verifying the area is free from hazards to workers. If a Green Tag is not displayed, coordinate tagging with EHS through University's Project Manager.
- J. Coronavirus / COVID-19
  - 1. Work in compliance with all current regulatory guidelines, CU Denver | Anschutz Medical Campus COVID-19 plan requirements, and university contractor COVID-19 plan requirements.
  - 2. Contact the university project manager for the current COVID-19 contractor plan. Contractor to return a completed university COVID-19 contractor plan along with a company COVID-19 plan.
  - 3. Contractor must receive plan acceptance from project manager prior to being granted access to the campus.
  - 4. Plan requirements are evolving, the university project manager will provide additional updates as necessary.

# END OF SECTION 01 35 44

# **SECTION 01 40 00**

# **QUALITY REQUIREMENTS**

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect/Engineer, University, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
  - 1. Section 01 42 00 "Reference" for list of references, standards and definitions.
  - 2. Section 01 91 13 "General Commissioning" for coordination of testing with commissioning activities.
  - 3. Division 23 for testing, adjusting and balancing of mechanical systems.
  - 4. Division 26 for testing of electrical systems.

### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities

of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- 1. As indicated in individual Specifications Sections or on the Drawings, the Work may include the following types of mockups:
  - a. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  - b. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  - c. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

# 1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect/Engineer for a decision before proceeding.

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

# 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect/Engineer.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect/Engineer.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

# 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of technical representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement that equipment complies with requirements.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 4. Statement whether conditions, products, and installation will affect warranty.
  - 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For University's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

# 1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
  - 1. Monitor quality control over products, services, site conditions, and workmanship to produce work of specified quality.
  - 2. Comply fully with manufacturers' instructions, including each step in sequence.
  - 3. If manufacturers' instructions conflict with Contract Document requirements, request clarification from Architect/Engineer before proceeding.
  - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - 5. Perform work by persons qualified to produce workmanship of specified quality.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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- D. Subcontractor and Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. In addition comply with the following:
  - 1. For all trades: Proof of applicable licensing.
  - 2. Electrical contractors:
    - a. Company: State of Colorado master electrician license.
    - b. On-site electricians: State of Colorado journeyman license.
  - 3. Plumbing Contractors:
    - a. Company: State of Colorado master plumbers license.
    - b. On-site plumbers: State of Colorado journeyman license.
    - c. Gas piping installations: State of Colorado master plumber with minimum 5 years institutional or heavy commercial gas piping experience. Provide an on-site supervisor with a minimum of 3 years of supervisory experience.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 or ASTM D 3740 as appropriate; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  - 3. Independent Agency: Meeting "Recommended Requirements for Independent Laboratory Qualifications" published by American Council for Independent Laboratories.
  - 4. Authorized to operate in the State of Colorado.
  - 5. Calibrate testing equipment at reasonable intervals with devices of accuracy traceable to National Bureau of Standards or of accepted values of natural physical constants.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

- 1. Contractor responsibilities include the following:
  - a. Provide test specimens representative of proposed products and construction.
  - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
  - d. When required, build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
  - e. When required, build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups, as applicable; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect/Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
  - 2. Notify Architect/Engineer seven calendar days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect/Engineer's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven calendar days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: When indicated on Drawings, construct integrated exterior mockup. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
- M. Room Mockups: When indicated on Drawings, construct room mockups incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable Architect/Engineer to evaluate quality of the Work. Provide room mockups of the following rooms:
- N. Laboratory Mockups: When required by individual Specification Sections, comply with requirements of preconstruction testing and those specified in individual Specification Sections.

# 1.8 QUALITY CONTROL

- A. University Responsibilities: Where quality-control services are indicated as University's responsibility, University will engage a qualified testing agency to perform these services.
  - 1. University will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Payment for these services will be made by the University.
  - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to University are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by University, unless agreed to in writing by University.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

- 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
- 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar qualitycontrol services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples including, but not limited to, safe storage and proper curing of concrete test cylinders at Project site for first 24 hours after casting as required by ASTM C 31.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Manufactured Items and Equipment: Where manufactured products or equipment are required to have representative samples tested, do not use such materials or equipment until tests have been made and the materials or equipment found to be acceptable. Do not incorporate in the work any product which becomes unfit for use after acceptance.
- J. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to University, Architect/Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

# 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: University will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of University, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.

- 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections including instructions received from University. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect/Engineer.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
  - 5. Disposition: Pass, fail, nature of defects, if any.
  - 6. Date and descriptions of remedial or correction action taken.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect/Engineer's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

### 3.3 SCHEDULE OF INSPECTIONS AND TESTS BY UNIVERSITY

- A. University will engage testing agency and pay for testing and inspection associated with the following materials and systems, where included in the Project:
  - 1. Compaction density of fill and backfill.
  - 2. Drilled pier end bearing conditions and depths.
  - 3. Cast-in-place concrete.
  - 4. Precast concrete.
  - 5. Post-tensioned concrete tendons.

- 6. Masonry.
- 7. Structural steel field welds and bolted connections.
- 8. Spray-applied fireproofing.
- 9. Built-up roof cutouts.
- 10. Asphaltic concrete paving.
- 11. Foundation drainage systems.
- 12. Drainage structures and piping.
- 13. Waterproofing.
- 14. Air barriers.
- 15. Fluid applied membranes.
- 16. Thermal imaging.
- 17. Curtain wall, window, and door field testing.
- 18. Ceiling hanger wire pull-out.
- 19. Electrical resistance of static-control resilient flooring.
- 20. Field sound testing of operable partitions.
- 21. Elevator safety.
- 22. Fan vibration.

## END OF SECTION 01 40 00

## SECTION 01 41 00

## **REGULATORY REQUIREMENTS**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

### A. Section Includes:

- 1. Building Department Authority.
- 2. MS 4 Storm Water and Water Quality Permits
- 3. Applicable Codes and Standards.

### 1.3 BUILDING DEPARTMENT AUTHORITY

- A. The University of Colorado Denver is charged with the responsibility of ensuring that provision of applicable codes, standards and guidelines are met on its campuses.
- B. The University Denver campus has an established Building Authority responsible to review and examine buildings and plan documents, to permit and inspect construction and/or demolition to ensure conformance to codes adopted by the University and issue certificates of temporary occupancy and occupancy if satisfactory conformance is demonstrated.
- C. The authority is executed by the Campus Building Official (CBO) who has the responsibility to perform all the duties set forth in the Current Approved State Buildings Codes and other applicable codes and standards indicated in the "Applicable Codes and Standards" Article of this Section.
- D. Permits: Obtain a separate permit for each Project from the Office of the CBO prior to erecting, constructing, enlarging, repairing, moving, removing, converting or demolishing any building or portion thereof. Coordinate and obtain all permits through the University Project Manager. The Contractor is not responsible for costs associated with construction permits.
  - 1. Exempt work: A building permit is not required for the following:
    - a. Fences less than or equal to 6 feet tall.
    - b. Movable casework, counters and partitions not over 5 feet 9 inches tall with no electrical or plumbing.
    - c. Platforms, walks, and driveways not more than 30 inches above grade and not over any basement or story below.
    - d. Painting, papering and similar finish work.
    - e. Other work of limited scope at the discretion of the CBO.
- E. Permit Issuance: The CBO, or at the discretion of the CBO a third party code consultant, will review application, Drawings, Specifications, computations and other data filed for permit. Complete the permit

application with the University Project Manager. Permits require submittal of two (2) stamped, signed sets of Construction Documents, including Drawings, Specifications and all Addenda, and one (1) set of each engineering discipline's calculations, where such calculations are required. If CBO determines that submittal conforms to the requirements of the Building Code and other applicable codes, standards, laws, regulations and ordinances, an inspection record card will be issued with the building permit. Keep one stamped set of documents on site. The University will keep one stamped set in the Campus Support plan room.

- F. Suspension or Revocation of Permit: CBO may, in writing, suspend or revoke a permit issued in error or on the basis of submitted information that is incorrect or that is in violation of the Building Code and other applicable codes and standards.
- G. Posting of Permit: Post the Permit in a visible and protected location near the access to the project.
- H. Inspection Record Card: Post the Inspection Record Card next to the permit in a visible and protected location near the access to the project. CBO will make required entries based on inspection of the work.
- I. Inspection Requests:
  - 1. Notify CBO that work is ready for inspection two business days before such inspection is desired by telephoning the number posted on the permit. The CBO retains the right to require requests in writing.
  - 2. A re-inspection fee may be charged for prior rejected items.
- J. Construction Inspections:
  - 1. Contractor is not responsible for costs associated with construction inspections, except reinspections. The CBO or his/her designee will perform all general building, electrical and plumbing inspections. All construction or work for which a permit is required must remain accessible and exposed for inspection purposes. Provide access to and means for inspection of work.
  - 2. Site Utilities: Contact and comply with all requirements of City of Aurora.
  - 3. Plumbing and Electrical Inspections: For new buildings and major additions, contact and comply with all requirements of State of Colorado Plumbing and Electrical Boards.
  - 4. Provisions for structural and other special inspections required by Contract Documents, current approved State Building Codes and University Codes will be provided by the University.
- K. Certification of Occupancy:
  - 1. When CBO inspects the project and finds no violations of any provision of the Building Code, other applicable codes, standards, laws, regulations and ordinances, CBO will issue a Certification of Occupancy (CO) which will contain the following:
    - a. Building permit number.
    - b. Address of building.
    - c. Name and address of Owner.
    - d. Description of building or portion thereof for which certification is issued.
    - e. Statement that described building or portion thereof has been inspected for compliance with the requirements of the Building Code, other applicable codes, standards, laws, regulations and ordinances, as relates to type of occupancy and use for which the building is intended.

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- 2. Temporary Certificate of Occupancy (TCO): If CBO finds no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, CBO may issue a TCO for the use of a portion or portions of a building or structure prior to the completion of the entire building or structure.
- 3. Posting of CO: Provide a copy to the University Project Manager and post in a conspicuous location on the premises. CO may not be removed except by CBO upon initial occupancy.
- 4. Revocation of CO:

## 1.4 MS4 STORM WATER AND WATER QUALITY PERMITS

A. The University has a non-standard MS4 permit for entire Anschutz Medical Campus (AMC) that requires University over-sight of campus construction and its water quality impact. Contractors are required to prepare Storm Water Quality Plans and obtain State of Colorado CDPHE permits for all projects that impact site. In addition, Contractors shall comply with the University MS4 permit requirements, including keeping written record of weekly inspections of Storm Water Quality measures and attaching record to the weekly Progress Meeting minutes. Submit the plan, permits, and evidence of final closeout to University Project Manager who will copy all such storm water documents to University Engineering Department. Coordinate with University Project Manager who will arrange for University Grounds Manager to attend monthly inspections and closeout walk.

## 1.5 APPLICABLE CODES AND STANDARDS

- A. The following approved building codes and standards have been adopted by State Buildings Programs (SBP) as the minimum requirements to be applied to all state-owned buildings and physical facilities including capital construction and controlled maintenance construction projects. Current applicable codes can be obtained from The Office of the State Architect's website.
- B. University of Colorado Denver Codes and Standards: The following codes and standards supplement those indicated on the Office of the State Architect website.
  - 1. The Manual of Guidelines and Standards for Construction Projects
    - a. <u>http://ucdenver.edu/about/departments/FacilitiesManagement/FacilitiesProjects/Pages/GuidelinesStandards.aspx</u>
  - 2. Colorado Rules and Regulations pertaining to Radiation Control, 6 CCR 1007 Part 1-20.
  - 3. Colorado Rules and Regulations pertaining Air Quality Control Commission Regulations, 5 CCR 1001-10, Part B "Asbestos Control."
  - 4. Colorado Rules and Regulations pertaining to Solid Waste, 6 CCR 1007-2.
  - 5. Colorado Rules and Regulations pertaining to Hazardous Waste, 6 CCR 1007-3.
  - 6. Federal Hazardous Waste Regulations, 40 CFR, Parts 260 through 264.
  - 7. Federal Clean Water Act (CWA) is 33 U.S.C § 1251 et seq. (1972).
  - 8. University of Colorado Denver | Anschutz Medical Campus, Asbestos Contaminated Soil Management, Standard Operating Procedure (SOP) Document.
  - 9. NFPA 30: Flammable and Combustible Liquids Code.
  - 10. NFPA 45: Standard on Fire Protection for Laboratories Using Chemicals.
  - 11. NFPA 72: National Fire Alarm and Signaling Code.
  - 12. Life Safety Code (NFPA 101) latest edition.
    - a. Use the most restrictive interpretation where NFPA 101 conflicts with the IBC requirements.

- 13. ANSI/AIHA Z9.5 Laboratory Ventilation latest edition.
  - a. <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>
- 14. ANSI/AIHA Z9.6 Exhaust Systems for Grinding, Buffing and Polishing latest edition.
  - a. <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>
- 15. ANSI/AIHA Z9.10 Fundamentals Governing the Design and Operation of Dilution Ventilation Systems in Industrial Occupancies latest edition.
  - a. <u>http://www.aiha.org/insideaiha/standards/Pages/ANSIZ9.aspx</u>
- 16. ANSI/ASHRAE/ASHE Standard 170 Ventilation of Healthcare Facilities latest edition.
- 17. ASHRAE 62.1 Ventilation for Acceptable Indoor Air Quality.
- 18. OSHA "Safety and Health Regulation for Construction" (29 CFR 1926).
- 19. OSHA "Occupational Safety and Health Standards" (29 CRF 1910).
- 20. American Institute of Architects, Academy of Architecture for Health (AIA AAHA) and Facility Guidelines Institute (FGI), Guidelines for Design and Construction of Hospital and Healthcare Facilities latest edition (FOR PATIENT CARE AREAS ONLY).
- 21. CDC-NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL); latest edition.
- 22. NIH Design Requirements Manual (DRM) latest edition.
  - a. <u>http://orf.nih.gov/PoliciesAndGuidelines/BiomedicalandAnimalResearchFacilitiesDesignPoliciesandGuidelines/DesignRequirementsManualPDF.htm</u>
- 23. NIH Guidelines for Research Involving Recombinant DNA Molecules latest edition.
- 24. ILAR Guide for Care and Use of Laboratory Animals latest edition.
- 25. National Research Council of the National Academies, Institute for Laboratory Animal Research, Division on Earth and Life Studies: Guide for the Care and Use of Laboratory Animals latest edition.
- 26. Uniform Federal Accessibility Standards (UFAS) latest edition.
- 27. Metro Wastewater District's Rules and Regulations, (Sections 6.17 [6.13, 6.14] and 6.18).
- 28. City of Aurora Asphalt and Paving Standards latest edition.
- C. Other Standards: As indicated in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 41 00

## SECTION 01 42 00

### REFERENCES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section Includes:
  - 1. Definitions.
  - 2. Industry Standards.
  - 3. Abbreviations and Acronyms.
- B. Related Requirements:
  - 1. Section 01 10 00 "Summary" for an explanation of specification and drawing conventions.
  - 2. Section 01 41 00 "Regulatory Requirements" for a list of applicable codes.

## 1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
  - 1. Definitions in this Section are not intended to be complete, exhaustive or exclusive. They are general and apply to the Work to the extent that such definitions are not stated more explicitly in other provisions of the Contract Documents.
- B. "Approved": When used to convey Architect/Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect/Engineer's duties and responsibilities as stated in the Conditions of the Contract. Except where expressly indicated, such approval does not release the Contractor from responsibility to fulfill requirements of the Contract Documents.
- C. "Backup": N+1 system.
- D. "Directed": A command or instruction by Architect/Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- E. "EHS": Environmental Health and Safety.
- F. "Engineer": Architect/Engineer. Other terms including "Mechanical Engineer", "Electrical Engineer", or "Structural Engineer" have the same meaning as "Engineer."

In Paragraph below select appropriate option based on Project delivery method.

- G. "General Conditions": Contract terms contained in Contractor's Agreement Design/Bid/Build, State Form SC-6.21 and The General Conditions of the Construction Contract Design/Bid/Build, State Form SC-6.23.
- H. "General Requirements": Provisions and requirements of all Division 01 Sections as they apply to all aspects of the Work.
- I. "Guarantee": The narrow definition of the term "warranty" applying to both "warranty" and "guarantee" which terms are used interchangeably.
- J. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- K. "Redundant": 2N system. The level of redundancy is determined by design.
- L. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- M. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- N. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- O. "Owner": Principal Representative and/or University.
- P. "Provide": Furnish and install, complete and ready for the intended use.
- Q. "Project Manual": Bound, printed volume or volumes including Conditions of the Contract and Specifications, which may also include bidding requirements, contract forms, details, schedules, surveys, reports or other relevant items that may or may not be Contract Documents.
- R. "Project Site": Space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- S. "Supplementary Conditions": University Special Supplementary General Conditions. Other terms including "Supplementary General Conditions" shall have the same meaning.

### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
  - 1. Referenced standards take precedence over standards that are not referenced but generally recognized in the construction industry as applicable.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents.

- 1. Updated Codes and Standards: Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, submit Contractor-Initiated Change Order Bulletin and Change Order Proposal in accordance with Section 01 26 00 "Contract Modification Procedures" for consideration to modify contract requirements to comply with revised code or standard.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
  - 2. Where required by individual Specification Sections provide and maintain copies of referenced codes and standards at Project Site.
  - 3. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Architect/Engineer reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- D. Unreferenced Standards: Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.
- E. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect/Engineer for a decision before proceeding.

## 1.5 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AABC	Associated Air Balance Council www.aabc.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.americanbearings.org	(202) 367-1155
ACI	American Concrete Institute (Formerly: ACI International) www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association	(972) 506-7216

	www.concrete-pipe.org	
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The) www.ahrinet.org	(703) 524-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(607) 256-3313
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute (See AHRI)	
ARI	American Refrigeration Institute (See AHRI)	

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ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers	(800) 527-4723
	www.ashrae.org	(404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Safety Engineers (The) www.asse.org	(847) 699-2929
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWEA	American Wind Energy Association www.awea.org	(202) 383-2500
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWMAC	Architectural Woodwork Manufacturers Association of Canada www.awmac.com	(403) 453-7387
AWPA	American Wood Protection Association (Formerly: American Wood-Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.gobrick.com	(703) 620-0010

BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
BOCA	BOCA (Building Officials and Code Administrators International Inc.) (See ICC)	
BWF	Badminton World Federation (Formerly: International Badminton Federation) www.bwfbadminton.org	60 3 9283 7155
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.electricity.ca	(613) 230-9263
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CFSEI	Cold-Formed Steel Engineers Institute www.cfsei.org	(866) 465-4732 (202) 263-4488
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(404) 622-0073
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
СРА	Composite Panel Association www.pbmdf.com	(703) 724-1128
CRI	Carpet and Rug Institute (The) www.carpet-rug.org	(706) 278-3176
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175

CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(800) 328-6306 (847) 517-1200
CSA	Canadian Standards Association www.csa.ca	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
CWC	Composite Wood Council (See CPA)	
DASMA	Door and Access Systems Manufacturers Association www.dasma.com	(216) 241-7333
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
ECA	Electronic Components Association www.ec-central.org	(703) 907-8024
ECAMA	Electronic Components Assemblies & Materials Association (See ECA)	
EIA	Electronic Industries Alliance (See TIA)	
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (703) 538-1616
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ESTA	Entertainment Services and Technology Association (See PLASA)	
EVO	Efficiency Valuation Organization www.evo-world.org	(415) 367-3643 44 20 88 167 857
FIBA	Fédération Internationale de Basketball	41 22 545 00 00

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	(The International Basketball Federation) www.fiba.com	
FIVB	Fédération Internationale de Volleyball (The International Volleyball Federation) www.fivb.org	41 21 345 35 45
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council U.S. www.fscus.org	(612) 353-4511
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association (See AHRI)	
НММА	Hollow Metal Manufacturers Association (See NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAPSC	International Association of Professional Security Consultants www.iapsc.org	(415) 536-0288
IAS	International Approval Services (See CSA)	
ICBO	International Conference of Building Officials (See ICC)	

ICC	International Code Council www.iccsafe.org	(888) 422-7233 (202) 370-1800
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICPA	International Cast Polymer Alliance www.icpa-hq.org	(703) 525-0511
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IES	Illuminating Engineering Society (Formerly: Illuminating Engineering Society of North America) www.ies.org	(212) 248-5000
IESNA	Illuminating Engineering Society of North America (See IES)	
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 981-0100
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
IGSHPA	International Ground Source Heat Pump Association www.igshpa.okstate.edu	(405) 744-5175
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
Intertek	Intertek Group (Formerly: ETL SEMCO; Intertek Testing Service NA) www.intertek.com	(800) 967-5352
ISA	International Society of Automation (The) (Formerly: Instrumentation, Systems, and Automation Society) www.isa.org	(919) 549-8411
ISAS	Instrumentation, Systems, and Automation Society (The) (See ISA)	
ISFA	International Surface Fabricators Association (Formerly: International Solid Surface Fabricators Association) www.isfanow.org	(877) 464-7732 (801) 341-7360
ISO	International Organization for Standardization www.iso.org	41 22 749 01 11

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ISSFA	International Solid Surface Fabricators Association (See ISFA)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (See CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MCA	Metal Construction Association www.metalconstruction.org	(847) 375-4718
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MMPA	Moulding & Millwork Producers Association (Formerly: Wood Moulding & Millwork Producers Association) www.wmmpa.com	(800) 550-7889 (530) 661-9591
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937 (604) 298-7578
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.org	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6223 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084

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NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFPA	NFPA International (See NFPA)	
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NHLA	National Hardwood Lumber Association www.nhla.com	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association (See NWFA)	
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400

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NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSPE	National Society of Professional Engineers www.nspe.org	(703) 684-2800
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736
NWFA	National Wood Flooring Association www.nwfa.org	(800) 422-4556 (636) 519-9663
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PLASA	PLASA (Formerly: ESTA - Entertainment Services and Technology Association) www.plasa.org	(212) 244-1505
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International (Society of Automotive Engineers) www.sae.org	(877) 606-7323 (724) 776-4841
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	
SCTE	Society of Cable Telecommunications Engineers www.scte.org	(800) 542-5040 (610) 363-6888
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(877) 294-5424 (516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil	

	Engineers (See ASCE)	
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 293-1995
SMA	Screen Manufacturers Association www.smainfo.org	(773) 636-0672
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SRCC	Solar Rating and Certification Corporation www.solar-rating.org	(321) 638-1537
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWPA	Submersible Wastewater Pump Association www.swpa.org	(847) 681-1868
TCA	Tilt-Up Concrete Association www.tilt-up.org	(319) 895-6911
TCNA	Tile Council of North America, Inc. (Formerly: Tile Council of America) www.tileusa.com	(864) 646-8453
TEMA	Tubular Exchanger Manufacturers Association, Inc. www.tema.org	(914) 332-0040
TIA	Telecommunications Industry Association	(703) 907-7700

	(Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance) www.tiaonline.org	
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance (See TIA)	
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UBC	Uniform Building Code (See ICC)	
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association www.wcmanet.org	(212) 297-2122
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301 (312) 321-6802
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association (See MMPA)	

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WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 938-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	Deutsches Institut für Normung e.V. www.din.de	49 30 2601-0
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, LLC www.icc-es.org	(800) 423-6587 (562) 699-0543

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce National Institute of Standards and Technology www.nist.gov	(301) 975-4040
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-2664
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FG	Federal Government Publications www.gpo.gov	(202) 512-1800
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925

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HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory Environmental Energy Technologies Division http://eetd.lbl.gov	(510) 486-4000
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742
SD	Department of State www.state.gov	(202) 647-4000
TRB	Transportation Research Board National Cooperative Highway Research Program www.trb.org	(202) 334-2934
USDA	Department of Agriculture Agriculture Research Service U.S. Salinity Laboratory www.ars.usda.gov	(202) 720-3656
USDA	Department of Agriculture Rural Utilities Service www.usda.gov	(202) 720-2791
USDJ	Department of Justice Office of Justice Programs National Institute of Justice www.ojp.usdoj.gov	(202) 307-0703
USP	U.S. Pharmacopeia www.usp.org	(800) 227-8772 (301) 881-0666
USPS	United States Postal Service www.usps.com	(202) 268-2000
C f	Standards and Regulations: Where abbreviations and acronyms are Contract Documents, they shall mean the recognized name of the s following list. Names, telephone numbers, and Web sites are subject t ccurate and up-to-date as of the date of the Contract Documents.	tandards and regulations in
CFR	Code of Federal Regulations Available from Government Printing Office www.gpo.gov/fdsys	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-ST	D Federal Standard	

	(See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dsp.dla.mil	
	Available from General Services Administration www.gsa.gov	(800) 488-3111 (202) 619-8925
	Available from National Institute of Building Sciences/Whole Building Design Guide www.wbdg.org/ccb	(202) 289-7800
MILSPEC	Military Specification and Standards (See DOD)	
USAB	United States Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
USATBCB	U.S. Architectural & Transportation Barriers Compliance Board (See USAB)	

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## END OF SECTION 01 42 00

## SECTION 01 57 13

## **TEMPORARY EROSION AND SEDIMENT CONTROLS**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SECTION INCLUDES

- A. Silt fence adjacent to perimeter curb and gutter or as shown on plan.
- B. Straw bales as required or as shown on the plan.
- C. Construction rock vehicle tracking pad.
- D. Other erosion control devices as directed by the Architect, or required for permits to control erosion and sedimentation.
- 1.3 RELATED SECTIONS
  - A. Section 01 33 00 Submittal Procedures.
  - B. Section 31 20 00 Earth Moving.
  - C. Section 33 40 00 Storm Drainage Utilities.
- 1.4 REFERENCES
  - A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
  - B. "Urban Storm Drainage Criteria Manual", Volume 3, Best Management Practices, Urban Drainage and Flood Control District (UD&FCD).

## 1.5 REGULATORY REQUIREMENTS

- A. Contractor shall obtain Erosion Control Permit from authority having jurisdiction (AHJ).
- B. Contractor shall be responsible for preparing report in accordance with local requirements.
- C. All products, installation and maintenance shall be in accordance with the requirements of this specification, and of the Urban Storm Drainage Criteria Manual.

## 1.6 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Identify storm water sumps in a site-specific Storm Water Management Plan (SWMP).

- B. Performance Requirements
  - 1. Provide Best Management Practice (BMP) that provides permanent storm water quality run off control ponds on the University of Colorado Anschutz Medical Campus.
  - 2. Provide Best Management Practice (BMP) for all construction projects for storm water control regardless of size.

## 1.7 SUBMITTALS

- A. Completed Erosion Control Permit Application.
- B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

### 1.8 QUALITY ASSURANCE

- A. Perform work in accordance with the requirements of the local authority having jurisdiction, and of the Urban Storm Drainage Criteria Manual.
- B. Maintain one copy of each document on site.

### PART 2 - PRODUCTS

### 2.1 SILT FENCE

A. Provide silt fence with reinforced backing and staking materials required to meet the specifications of the authority having jurisdiction.

## 2.2 CONSTRUCTION ROCK VEHICLE TRACKING PAD

- A. Rock shall consist of CDOT Section #703, AASHTO #3 Coarse Aggregate or 6" (minus) rock unless otherwise specified by local jurisdiction.
- B. A non-woven geotextile fabric shall be installed between the underlying soil and rock per UDFCD.
- 2.3 GENERAL
  - A. All other erosion control devices shall be as specified in the "Urban Storm Drainage Criteria Manual", current edition.

### PART 3 - EXECUTION

- 3.1 INSTALLATION
  - A. Obtain permit from CDPHE, as required. Coordinate with the University Engineers through the University Project Manager. Refer to 01 41 00 Regulatory Requirements.
  - B. The Authority Having Jurisdiction (AHJ) is the University. All projects voluntarily comply with surrounding municipality.
  - C. Protect storm water inlet grates.
  - D. All erosion control devices shall be installed as specified on the plans, and per the Urban Storm Drainage Criteria Manual unless otherwise specified by the authority having jurisdiction.
  - E. As feasible, install temporary erosion control devices prior to site demolition and rough grading.
  - F. Install remainder of temporary erosion control devices immediately following completion of site demolition and rough grading.

G. Keep temporary erosion control devices in-place until site is landscaped and/or paved.

## 3.2 SITE STABILIZATION

- A. Incorporate erosion control devices indicated at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 35 feet. Slope stockpile sides at 2:1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
  - 1. During non-germinating periods, apply mulch at recommended rates.
  - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within one year in accordance with Section 32 92 19 at recommended percent of permanent application rate with no topsoil.
  - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with Section 32 92 19 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

## 3.3 MAINTENANCE / FIELD QUALITY CONTROL

- A. Inspections:
  - 1. Provide weekly inspections.
  - 2. Provide inspections after any storm event.
  - 3. Document all inspections and provide copies to the University Project Manager on a weekly basis.
  - 4. Provide non-oridinary inspections to show corrective action items (if any) were completed with the University.
  - 5. Provide one post-construction acceptance inspection with the University.
- B. Contractor is responsible for tracking maintenance of BMPs on site and maintaining the efficiency of erosion control devices throughout project.
- C. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- D. Remove and replace BMPs that have become damaged, sediment laden or ineffective.

## END OF SECTION 01 57 13

## **SECTION 01 60 00**

### PRODUCT REQUIREMENTS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 21 00 "Allowances" for products selected under an allowance, if applicable.
  - 2. Section 01 23 00 "Alternates" for products selected under an alternate, if applicable.
  - 3. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
  - 4. Section 01 42 00 "References" for applicable industry standards for products specified.
  - 5. Section 01 77 00 "Closeout Procedures" for submittal of project warranties.

### 1.3 DEFINITIONS

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

### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Requests for consideration of comparable products will only be entertained during bidding.
  - 2. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 3. Architect/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation of a comparable product request. Architect/Engineer will notify Contractor of approval or rejection of proposed comparable product.
    - a. Form of Approval: Written Addendum.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.
- B. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or poweroperated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
  - 1. Name of product and manufacturer.
  - 2. Model and serial number.
  - 3. Capacity.
  - 4. Speed.
  - 5. Ratings.
  - 6. Power characteristics (if applicable).
  - 7. UL label or compliance (if applicable).

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

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

### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents. Such disclaimers and limitations do not relieve warranty requirements on Work that incorporates product nor do they relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to University.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for University.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time and Form: Comply with requirements in Section 01 77 00 "Closeout Procedures."
- D. Warranty Requirements:

- 1. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- 3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the University has benefited from use of the Work through a portion of its anticipated useful service life.
- 4. University's Recourse:
  - a. Written warranties made to the University are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the University can enforce such other duties, obligations, rights, or remedies.
  - b. Rejection of Warranties: The University reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
  - c. The University reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

## PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged, are asbestos free, and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. University reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect/Engineer will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product and provide only products previously approved during bid phase by written Addendum. The determination of equivalence is at the sole discretion of the Architect/Engineer who has no obligation to prove non-equivalence.
  - 7. Mechanical and electrical equipment design and their space requirements are based on the first named item of the Section in which specified or that scheduled on the Drawings. If other than the first named or scheduled item listed for use is selected, modification to other elements of Work may be required. Show all such modification on shop drawings and submittals as appropriate. The cost of such modifications is solely the responsibility of the Contractor.

- 8. Where manufacturers are listed as acceptable for specific proprietary products but precise identification by model, series, or trade name is not specified, submit detailed product information for such products for Architect/Engineer's acceptance prior to ordering. Include specific requirements for modifications to other construction, including but not limited to, power and utility requirements, characteristics, capacities, size and locations. The cost of such modifications is solely the responsibility of the Contractor.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. If proposing a comparable product by another manufacturer, whether named or not, provide a custom product if manufacturer's standard product does not include salient features of the Basis-of-Design product indicated. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - 6. Contractor's Option: Where materials, products, systems or methods are specified to be selected from a list of options, subject to compliance with requirements, the choice of which material, method, product or system will be solely at the Contractor's discretions. There will be no change in Contract Sum or Time because of such choice.
- C. Visual Matching Specification: Where Specifications require "match Architect/Engineer's sample", provide a product that complies with requirements and matches Architect/Engineer's sample. Architect/Engineer's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect/Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect/Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

### 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Prior to bid, Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will reject request:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

### END OF SECTION 01 60 00

## SECTION 01 73 00

## EXECUTION

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of University-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Correction of the Work.

### B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site and procedures related to utility interruptions.

#### 1.3 DEFINITIONS

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

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan and Request: Submit plan and request describing procedures at least 21 calendar days prior to the time cutting and patching will be performed.
  - 1. Submit request whenever cutting and patching operation affect:

- a. Work of the University or any separate contractor.
- b. Structural value or integrity of any element of the Project.
- c. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
- d. Efficiency, operational life, maintenance or safety of operational elements.
- e. Visual qualities of sight-exposed elements.
- f. Cutting new openings in existing structural concrete walls, floors and suspended slabs.
- g. Cutting new openings in existing roofs and roofing materials.
- h. Cutting exterior walls.
- i. Cutting into shafts.
- 2. Include the following information:
  - a. Extent: Describe reason for and extent of each occurrence of cutting and patching, including explanation of why cutting and patching operation cannot be reasonable avoided.
  - b. Changes to In-Place Construction: Describe cutting and patching methods and anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - c. Products: List products to be used for patching and firms or entities that will perform patching work.
  - d. Trades: Indicate trades and subcontractors who will perform the work.
  - e. Dates: Indicate when cutting and patching will be performed.
  - f. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - 1) Include description of provisions for temporary services and systems during interruption of permanent services and systems.
    - 2) Comply with requirements of Section 01 10 00 "Summary" related to existing utility and system interruptions.
  - g. Structural Elements: Where cutting and patching structural elements requires the addition of reinforcement, submit details and calculations signed and sealed by an Engineer registered in the State of Colorado. Indicate how new reinforcing will be integrated with original structure.
- 3. Limitations: Approval of cutting and patching request does not waive right of Architect/Engineer or University to later require complete removal and replacement of work found to be unsatisfactorily cut and patched.
- D. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.
- E. Final Property Survey: Submit one electronic and two paper copies showing the Work performed and record survey data.
  - 1. Include certified statement that lines and levels of the work comply with the requirements of the Contract Documents and listing authorized or accepted deviations, cross-referenced to Change Order number, where applicable.

### 1.5 QUALITY ASSURANCE

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

- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect/Engineer of locations and details of cutting and await directions from Architect/Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.
    - g. Noise- and vibration-control elements and systems.
  - 4. Visual Elements: Do not cut and patch construction exposed to the exterior or exposed in occupied spaces in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect/Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  - 5. Hazardous Materials: Do not proceed with cutting and patching operations until University has examined existing construction for the presence of asbestos and/or lead-based coatings. Comply with requirements in Section 01 35 00 "Special Procedures."
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect/Engineer for the visual and functional performance of inplace materials.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work. Notify University Project Manager and Architect/Engineer and obtain approval prior to disturbing, moving or penetrating soil.
  - 1. Arrange for locating buried utilities including water and sewer lines within construction limits. Obtain location information and stake all known utilities prior to commencing construction activities.
    - a. Contact Utility Notification Center of Colorado (UNCC), 1-800-922-1987, and comply with UNCC guidelines.
  - 2. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 3. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

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

#### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility or University, as appropriate, that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect/Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

#### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect/Engineer promptly.
- B. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Architect/Engineer when deviations from required lines and levels exceed allowable tolerances. Record deviation which are accepted (i.e., not corrected) on record drawings in accordance with the requirements of Section 01 78 39 "Project Record Documents."
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

University of Colorado Denver | Anschutz Medical Campus Breckenridge Parking Lot Improvements

- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect/Engineer.

#### 3.4 FIELD ENGINEERING

- A. Identification: University will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect/Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect/Engineer before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

#### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated to the extent they are more explicit or stringent than requirements of the Contract Documents.
- C. Install products at the time and under conditions, including weather that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Isolate each part of complete installation from incompatible material as needed to prevent deterioration.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- G. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned, true and level as applicable, with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect/Engineer.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- J. Attachment to Concrete:
  - 1. No drilled inserts or powder-actuated fasteners are permitted in pre-stressed concrete except as specifically authorized by Contractor and carried out under the direct supervision of its Superintendent.
  - 2. Only those devices with a maximum controlled penetration of 3/4 inch or less will be permitted. Make holes through slabs by means of sleeves placed no closer than 2 inch from tensioning cables. Core drilling will not be permitted unless unavoidable and as specified for cutting and patching in this Section.

- K. Joints: Unless indicated otherwise, make joints of uniform width. Where joint locations in exposed work are required but not indicated, arrange joints for the best visual effect. Confirm arrangement with Architect/Engineer before proceeding. Fit exposed connections together to form hairline joints.
- L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Responsibility: Provide cutting and patching work, including attendant excavation and backfill required to complete the Work or to:
  - 1. Make components fit together properly.
  - 2. Uncover portions of the Work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work or work not conforming to requirements of Contract Documents.
  - 4. Remove samples of installed work as specified for testing.
  - 5. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
- C. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- D. Temporary Support: Provide temporary support of work to be cut.
- E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- F. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- G. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."
- H. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

- 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
- 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations. Employ methods which will prevent settlement or damage to other work.
- 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 6. Proceed with patching after construction operations requiring cutting are complete.
- I. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements, including tolerance, specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.7 UNIVERSITY-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for University's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by University's construction personnel.
  - 1. Construction Schedule: Inform University of Contractor's preferred construction schedule for University's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify University if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include University's construction personnel at preinstallation conferences covering portions of the Work that are to receive University's work. Attend preinstallation conferences conducted by University's construction personnel if portions of the Work depend on University's construction.

#### 3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven calendar days during normal weather or three calendar days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
- B. Collection Point: Review location with University and obtain approval.
- C. Site: Maintain Project site free of waste materials and debris.
- D. Wind Blown Debris: Prevent spread of trash, debris, cartons, packing material, or other waste on or off Project site by wind.
- E. Dust: Sprinkle dusty debris with water.
- F. Packing Materials: Immediately after uncrating or unpacking materials or equipment, remove all crating, lumber, excelsior, wrapping or other like combustible materials from building to central collection facility.
- G. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- H. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- I. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- J. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- K. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

- L. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- M. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- N. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- O. Snow and Ice: Remove snow and ice from sidewalks adjacent to site and from access ways to building and construction site.
- P. Streets: At frequency required by University and/or governing authority, clean adjacent and nearby streets of dirt resulting from construction operations.

#### 3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

#### 3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.

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- 10. Light.
- 11. Radiation.
- 12. Puncture.
- 13. Abrasion.
- 14. Heavy traffic.
- 15. Soiling, staining and corrosion.
- 16. Bacteria.
- 17. Rodent and insect infestation.
- 18. Combustion.
- 19. Electrical current.
- 20. High speed operation.
- 21. Improper lubrication.
- 22. Unusual wear or other misuse.
- 23. Contact between incompatible materials.
- 24. Misalignment.
- 25. Excessive weathering.
- 26. Unprotected storage.
- 27. Improper shipping or handling.
- 28. Theft.
- 29. Vandalism.

#### END OF SECTION 01 73 00

#### **SECTION 01 77 00**

#### **CLOSEOUT PROCEDURES**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures, including Notice of Completion and Final Inspection procedures.
  - 2. Occupancy procedures, including Notice of Approval of Occupancy/Use and University Supplemental Notice of Occupancy and Use List.
  - 3. Final Acceptance procedures, including Pre-Acceptance Checklist and University Supplemental Building/Project Acceptance List.
  - 4. Inspections after completion.
  - 5. Warranties.
  - 6. Final cleaning.
  - 7. Repair of the Work.
- B. Related Requirements:
  - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Section 01 73 00 "Execution" for progress cleaning of Project site.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 01 79 00 "Demonstration and Training" for requirements for instructing University's personnel.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 CLOSEOUT SUBMITTALS

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

C. Field Report: For pest control inspection.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

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

#### 1.6 NOTICE OF COMPLETION AND SUBSTANTIAL COMPLETION PROCEDURES

- A. Procedures and Submittals Prior to Notice of Completion: Complete and submit all of the following items prior to submitting Notice of Completion to Architect/Engineer. Include Contractor's comprehensive list of items to be completed, corrected or not in compliance with the Drawings and Specifications.
  - 1. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's preliminary punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
  - 2. Building Inspection Record: Submit completed record with all required corrections noted.
  - 3. Certificate of Occupancy: Submit Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO).
  - 4. Final Completion Schedule: Submit schedule for performing and completing all work indicated on the Contractor' list of incomplete items.
  - 5. Submit sustainable design documentation.
  - 6. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 7. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 8. Submit test/adjust/balance records.
- B. Final Inspection: Submit Notice of Completion to Architect/Engineer. Upon receipt, Architect/Engineer and University will review and if all items on the University Supplemental Notice of Completion Checklist are complete will, within the timeframe required by the Contract, schedule and make an inspection of the Project to determine whether the Work is substantially complete.
  - 1. Final Punch List: Based on the inspection, Architect/Engineer will prepare a final punch list of work to be completed, work not in compliance with the Drawings or Specifications, and unsatisfactory work for any reason.
  - 2. Re-inspection: If the cumulative number of items identified on the final punch list prevents a determination that the work is substantially complete, complete those items and when complete resubmit Notice of Completion. Upon receipt of resubmittal, Architect/Engineer and University will then schedule and make a re-inspection of the Project to determine whether the Work is substantially complete.
- C. Notice of Substantial Completion: When inspection of the Work indicates that the Project is substantially complete and all other Contract provisions required for substantial completion have been satisfied, Architect/Engineer will issue a Notice of Substantial Completion (State Form SBP-07).

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

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor or as approved by Architect/Engineer.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect/Engineer.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items in the following format:
    - a. MS Excel and PDF electronic file. Architect/Engineer will return annotated file.

#### 1.8 OCCUPANCY PROCEDURES

A. Procedures and Submittals Prior to Occupancy: Complete and submit all items on both State Form SBP-01 "Notice of Approval of Occupancy/Use" and University Supplemental Notice of Occupancy and Use List.

#### 1.9 FINAL ACCEPTANCE PROCEDURES

- A. Procedures and Submittals Prior to Final Acceptance: Complete and submit all items on both State Form SBP-05 "Pre-Acceptance Checklist" and University Supplemental Building/Project Acceptance List.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 business days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.10 SETTLEMENT AND FINAL PAYMENT

- A. Submit and complete all of the following as a condition precedent to settlement and final payment:
  - 1. All guarantees and warranties.
  - 2. All statement to support local sales tax refunds, if any.
  - 3. Three (3) sets of operation and maintenance manuals.
  - 4. One (1) set of as-built Contract Documents showing all job changes.
  - 5. All demonstration and training completed in accordance with Section 01 79 00.

- 6. All punch list items documented as complete.
- B. Final Certificate of Payment: Submit in accordance with the requirements of Section 01 29 00 "Payment Procedures."

#### 1.11 INSPECTIONS AFTER COMPLETION

- A. Warranty/Guarantee Inspections: During the warranty period, accompany Architect/Engineer and University Representative, and participate in inspection(s) of the Project to identify defective and deficient work at intervals and as required by the Contract.
- B. List of Deficient or Defective Work: Within 10 business days of inspection, Architect/Engineer will provide Contractor with a list of items requiring correction.
- C. Remedial Work: Upon receive of itemized list, immediately correct and remedy deficiencies and defects in a manner satisfactory to the Architect/Engineer and University.

#### 1.12 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties to the Architect/Engineer prior to advertisement of the Notice of Contractor's Settlement. If the Notice of Acceptance designates a commencement date for warranties other than the date of Notice of Acceptance for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. Partial Occupancy: When a designated portion of the Work is completed and occupied or used by the University, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect/Engineer within fifteen (15) calendar days of completion of that designated portion of the Work.
- C. Special Warranties: When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the University through the Architect/Engineer for approval prior to final execution. Refer to individual Specification Sections for specific requirements for special warranties.
- D. Form of Submittal: Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Number of Copies: Two.
  - 2. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 3. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 5. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

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F. List of Extended Warranties: Provide a comprehensive list of all manufacturers' standard and special warranties with duration greater than one year after Notice of Acceptance. Organize list into an orderly sequence based on table of contents of the Project Manual.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.
  - 2. Do not use sweeping compounds on concrete floors that will leave residue affecting finish floor materials.

#### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations immediately prior to Occupancy for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior finishes to a dirt-free condition, free of grease, dust, stains, films, fingerprints, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Power scrub and power buff resilient flooring surfaces, tile and fluid-applied flooring.
    - k. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.

- 1. Remove labels that are not permanent.
- m. Wipe surfaces of mechanical and electrical equipment, elevator equipment where applicable, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- p. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
  - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
- q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- r. Clean food service equipment to sanitary condition acceptable for intended food service use and approved by authority having jurisdiction.
- s. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

#### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

#### 3.3 ATTACHMENTS

- A. Samples of the following forms are appended to this Section for reference following End of Section 01 77 00:
  - 1. University of Colorado Denver | Anschutz Medical Campus Supplemental Notice of Occupancy and Use List.

2. University of Colorado Denver | Anschutz Medical Campus Supplemental Building / Project Acceptance List.

#### END OF SECTION 01 77 00



### Supplemental Notice of Occupancy and Use List

Project Name & Number:

Contractor:

In addition to completing Notice of Approval of Occupancy / Use (SBP-01), the following items must be completed before Occupancy is approved.

Activity		Remarks
1. Final and formal address posted on the building entries.		
2. A copy of the Contractor's in-progress red line "as-built" drawings has been given to BMO representative & a 2 <sup>nd</sup> copy is provided-for Projects plan room. This is to include landscape drawings showing irrigation installation.		
3. Maintenance, operations and spare parts manuals on all installed equipment.		
4. Notice of Partial Substantial Completion concerning roles/ responsibilities of University and Contractor for security, maintenance, heat, utilities reviewed and accepted.		
5. Manufacturer maintenance, operations and spare parts manuals for fixtures, mechanical, electrical and plumbing.		
6. Hardware-maintenance, operations and spare parts manuals for doors & locks, including roll up doors.		
7. Warranty Dates and Contact list for all Contractors and Suppliers given to BMO.		
8. Transfer utility account from Contractor to Facilities Operations.		
9. Site plan to include first floor main isolation locations and plans for each floor to include main utility shutoffs, for utilities to include water, electrical, steam, sewer, fuel supply, telecom, fiber optic and gasses, identified on a set of drawings.		
10. If Commissioning Report is completed, BMO has reviewed/ commented, including electrical, plumbing, mechanical/ HVAC.		
11. All Contractor provided equipment has new filters & construction filters removed.		
12. Not Used		
13. Elevator equipment rooms insulated and space conditioned for control system requirements.		
14. Testing Certifications provided to BMO for Elevators, Fire Systems & Annunciator Systems.		
15. FSS has been provided with copy of Building Department testing and inspection report for window washing equipment.		
16. Roof walking pads to access equipment are installed.		
17. PM to communicate to fire department via Life Safety Officer that building has transitioned to BMO. Alarms at Anschutz Medical Campus report to University Police Dispatch and at Downtown report to designated monitoring company.		

University Project Manager (sign & print name)	Date	University BMO Rep. (sign & print name)	Date	
University FSS Rep (sign & print name)	Date	University Downtown Rep. (If Necessary) (sign & print name)	Date	

# \*Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use. Mark N/A by item if it is not applicable to project 3.1.12



# Supplemental Notice of Occupancy and Use List - Building / Project Acceptance List

Project Name & Number:

Contractor:

In addition to completing Notice of Approval of Occupancy / Use (SBP-01), the following items must be completed before Occupancy is approved.

Activity	Date Completed	Remarks
1. Review State Buildings Pre-Acceptance check list & Notice of Approval of Occupancy / use form with BMO rep & confirm agreement with status		
2. Training for BMO and FSS on installed equipment and systems is completed.		
3. Final and formal address posted on the building entries. Signage in place including monument sign, site signage, exterior and interior signage		
4. Roof walking pads to access equipment are installed.		
5. Plan to include first floor main isolation locations and plans for each floor to include main utility shutoffs, for include water, electrical, steam, sewer, fuel supply, telecom, fiber optic and gasses.		
6. All Contractor provided equipment has new filters & construction filters removed. Attic stock is inventoried, located in secured location, and matches spec. requirements.		
7. Maintenance & operations manuals and spare parts provided to BMO Representative and BMO Archivist; Including at least: fixtures, mechanical, electrical, plumbing, hardware for doors & locks, roll up doors, Spare fire suppression heads, tool & spare fuses		
8. Testing Certifications provided to BMO for Fire Systems & Annunciator Systems. Cabinet in main electrical room includes one complete set for major equipment. Alarms at Anschutz Medical Campus report to University Police Dispatch and at Downtown report to designated monitoring company.		
9. Equipment keys and locks transitioned to Operations, including fire panels, electrical panels, directories and generator panels. Construction cores removed and replaced with permanent cores.		
10. Access control pathways and junction boxes for installed doors, gates, loading docks and roof access complete. <u>*All wiring and hardware completed and</u> <u>electronic security access controls in place and tested by University Electronic Security.</u>		
11. BAS System (Siemens), Energy and Lighting, Fuel Systems, and Power Management must report remotely. Verify with University Engineering. All computers and software required in drawings and specs are received, including for BAS, Energy and Lighting, Fuel Systems, and Power Management, and any specialty software and alarm codes for operating systems.		
12. Notice of Partial Substantial Completion concerning roles/ responsibilities of University and Contractor for security, maintenance, heat, utilities has been reviewed and accepted. Establish list of post construction change orders & track separately from basic project until items are complete – call it Phase 2 to avoid delay on basic project.		

13. Warranty Dates and Contact list for all Contractors and Suppliers given to BMO.	
14. EH&S is provided, as applicable: fume hood certification, water testing certification, hazardous waste compliance certification, radiation compliance certification, BSL3 certification, and all other specialty equipment certification.	
15. All required Regulatory reports, have been provided to BMO, including: Air Emissions; Sewer, including for process diverters, traps, collection tanks, Fuel Storage Tanks and Detection, and Water System tests.	
16. A copy of the Contractor's red line "as-builts" and signed stamped drawings for Fire Detection and Suppression has been given to AE, BMO rep and placed in the Projects plan room. AE will prepare Record Documents. A hard copy of Record Documents will replace the redlines once available in the plan room. Hard copy or electronic copy will be provided to BMO. Electronic copies only will be provided to the Archive Officer.	
17. Electrical system one line diagram framed and mounted in electrical room.	
18. <u>Move-related work items complete including physical move, tours (occupants &amp; police), mail, phone &amp; electrical hook ups for equipment &amp; furniture systems complete &amp; freezers enrolled in University freezer program.</u>	
19. Interior Finishes Binder given to the University Project Manager and an electronic copy given to the Archive Officer.	
20. If Commissioning Report is completed, BMO has reviewed/ commented, including electrical, plumbing, mechanical/ HVAC.	
21. Testing Certifications provided to BMO for Elevators. Elevator tools, including hand tools, computer, proprietary and operational software is received and confirm 1-year service from date of acceptance. Elevator equipment rooms insulated and space conditioned for control system requirements.	
22. FSS has been provided with copy of Building Department testing and inspection report for window washing equipment.	
23. PM notifies University Risk Management that project is transferring to University and notifies Contractor that it can eliminate Builders Risk Insurance. PM to communicate to fire department via Life Safety Officer that building has transitioned to BMO.	
24. Trash receptacles outside the building are in place. If exterior work is applicable: Landscape – Include a walk through with University Grounds for 1) new & established 1-year service date; 2) existing damaged landscape is repaired; and 3) irrigation – zone control test is complete.	
25. Other: TAB Reports for Water and Air.	

University Project Manager (sign & print name)

Date

University BMO Rep. (sign & print name)

Date

University FSS Rep (sign & print name)

Date

\*Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use. Mark N/A by item if it is not applicable to project



# Supplemental Building / Project Acceptance List

Project Name & Number:

Contractor:

In addition to completing Pre-Acceptance Checklist (SBP-05), the following items must be completed before Final Acceptance.

Activity	Date Completed	Remarks
1. Review State Buildings Pre-Acceptance check list & Notice of Approval of Occupancy / use form with BMO rep & confirm agreement with status		
*2. Establish list of post construction change orders & track separately from basic		
project until items are complete – call it Phase 2 to avoid delay on basic project		
3. O & M Manuals given to BMO Representative and BMO Archivist (2 hard copies and 1 electronic total)		
*4. Record Documents – a hard copy of plans and specifications are provided for plan room & given to BMO & electronic auto cad & specs are given to Archive Officer (Art Steinman) this is to include landscape drawings showing irrigation installation.		
Fire Alarm and suppression system shall have record drawings produced by the contractor and shall include PDFs and native graphic files, and CAD files include graphics maps and Fireworks graphics.		
*5. Final Site Walk is completed with University Grounds Supervisor. Drain barriers are removed and storm drains cleared. MS4 storm water plan, CDPHE permits, and evidence of final closeout received by Project Manager and all copied to University Engineering Division.		
*/**6. <u>Move-related work items complete including physical move, tours</u> (occupants & police), mail, phone & electrical hook ups for equipment & furniture systems complete & freezers enrolled in University freezer program.		
7. If exterior work is applicable: Landscape – Include a walk through with University Grounds for 1) new & established 1-year service date; 2) existing damaged landscape is repaired; and 3) irrigation – zone control test is complete.		
8. Attic stock, matches spec. requirements, is located in secured location, and is inventoried.		
9. Electrical system one line diagram framed and mounted in electrical room.		
10. Spare fire suppression heads in cabinets and tool: cabinet in main electrical room includes one complete set of spare fuses for major equipment.		
11. Contractor keys issued by University BMO returned to University Key Shop via PM/ BMO Rep.		
12. Interior Finishes Binder given to the University Project Manager: (Two hard copies)		

13. Not Used	
14. Not Used	
15. Safety grating in pipe chases in place.	
16. Signs in place including monument sign, building exterior and site signage and building interior signage.	
17. All applicable reports, including Air Emission reports; Sewer Reports, including for process diverters, traps and collection tanks; Fuel Storage Tank and Detection reports; and Water System tests and reports provided to BMO via PM and BMO Rep.	
18. Not Used	
19. Not Used	
20. Not Used	
21. Not Used	
22. If commissioning is included for project, Commissioning Agent certification is received by BMO via PM and BMO Rep.	

University Project Manager (sign & print name)		Date	University BMO Rep. (sign & print name)	Date
University FSS (sign & print name)	Date		University Downtown Rep (if necessary) (sign & print name)	Date

\*Warranty dates are not subject to completion of these items by contract \*\* Highlighted items are not the responsibility of Contractor but PM and BMO Rep must ensure these are completed and operational prior to occupancy and use. Mark N/A by item if it is not applicable to project

3.1.12

#### SECTION 01 78 23

#### **OPERATION AND MAINTENANCE DATA**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Systems, subsystems, and equipment operation and maintenance manuals.
  - 3. Product maintenance manuals.
  - 4. Emergency manuals.
  - 5. Framed operating and maintenance instructions.
- B. Related Requirements:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Section 01 91 13 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

#### 1.3 DEFINITIONS

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

#### 1.4 CLOSEOUT SUBMITTALS

- A. Schedule: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 calendar days before commencing demonstration and training. Architect/Engineer will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.
- B. 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/Engineer.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
- b. Compile entirely from documents with searchable text.
- c. Enable inserted reviewer comments on draft submittals.
- 2. Paper copies. Assemble in accordance with the requirements of this Section.
  - a. Submit three final copies, one to be retained by the Architect/Engineer and two to be retained by the University.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 30 calendar days before commencing demonstration and training. Architect/Engineer will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect/Engineer's comments. Submit copies of each corrected manual within 15 calendar days of receipt of Architect/Engineer's comments and prior to commencing demonstration and training.

#### PART 2 - PRODUCTS

# 2.1 GENERAL REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Intent: Prepare data in form of an instructional manual for use by University personnel.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- C. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of University.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect/Engineer.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect/Engineer that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
  - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- G. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
- H. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in minimum 1 inch and maximum 2 inch thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20 lb., white bond paper.
  - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 2.2 SYSTEMS, SUBSYSTEMS AND EQUIPMENT OPERATION AND MAINTENANCE MANUALS

A. General: Provide operation and maintenance manuals where indicated in individual Specification Section and the following:

- 1. Heating, ventilating and air-conditioning equipment and systems.
- 2. Plumbing equipment and systems.
- 3. Special piping equipment and systems.
- 4. Electrical distribution systems.
- 5. Standby generator systems.
- 6. Communications systems.
- 7. Fire alarm and detection systems.
- 8. Underground sprinkler systems.
- 9. Automatic entrances.
- 10. Food service equipment.
- 11. Elevators.
- 12. Other special construction and conveying systems.
- B. Operation Content: In addition to requirements in this Section, include operation data required in individual Specification Sections.
  - 1. Additional Operation Content Required:
    - a. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
    - b. Performance and design criteria if Contractor has delegated design responsibility.
    - c. Operating standards.
    - d. Operating procedures.
    - e. Operating logs.
    - f. Wiring diagrams.
    - g. Control diagrams.
    - h. Piped system diagrams.
    - i. Precautions against improper use.
    - j. License requirements including inspection and renewal dates.
  - 2. Descriptions: Include the following:
    - a. Product name and model number. Use designations for products indicated on Contract Documents.
    - b. Manufacturer's name.
    - c. Equipment identification with serial number of each component.
    - d. Equipment function.
    - e. Operating characteristics.
    - f. Limiting conditions.
    - g. Performance curves.
    - h. Engineering data and tests.
    - i. Complete nomenclature and number of replacement parts.
  - 3. Operating Procedures: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Instructions on stopping.
    - f. Normal shutdown instructions.
    - g. Seasonal and weekend operating instructions.
    - h. Required sequences for electric or electronic systems.
    - i. Special operating instructions and procedures.

- 4. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- 5. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
- C. Maintenance Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
  - 1. Source Information: Provide the following information in a list for each product included in manual:
    - a. Name, address, and telephone number of Installer or supplier and maintenance service agent.
    - b. Name, address, and telephone number of local source for supply of replacement parts.
    - c. Name, address, and telephone number of maintenance contractor, where appropriate.
    - d. Cross-reference Specification Section number and title.
    - e. Drawing or schedule designation or identifier where applicable.
  - 2. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
    - a. Standard maintenance instructions and bulletins.
    - b. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
    - c. Identification and nomenclature of parts and components.
    - d. List of items recommended to be stocked as spare parts.
  - 3. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
    - a. Test and inspection instructions.
    - b. Troubleshooting guide.
    - c. Precautions against improper maintenance.
    - d. Disassembly; component removal, repair, and replacement; and reassembly instructions.
    - e. Aligning, adjusting, and checking instructions.
    - f. Demonstration and training video recording, if available.
  - 4. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
    - a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
    - b. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
  - 5. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
  - 6. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
  - 7. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

- a. Include procedures to follow and required notifications for warranty claims.
- b. Include information sheet covering proper procedures in event of failure and instances which might affect validity of warranties and bonds.

#### 2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Separate into two manuals: one for exterior moisture protection products and those exposed to weather and one for interior products. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: Provide the following information for each product included in manual:
  - 1. Name, address, and telephone number of Installer or supplier and maintenance service agent.
  - 2. Cross-reference Specification Section number and title.
  - 3. Drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

#### 2.4 EMERGENCY MANUALS

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

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

#### 2.5 FRAMED OPERATING AND MAINENANCE INSTRUCTIONS

- A. All mechanically and electrically operated equipment and controls shall be provided with legible and complete wiring diagrams, schematics, operating instructions, and pertinent preventative maintenance instructions in a sturdy frame with clear glass or plastic cover. Use non-fading, permanent media.
- B. Locate frames in the same room or service enclosure as equipment, or in the nearest mechanical or electrical room.

PART 3 - EXECUTION (Not Used)

#### END OF SECTION 01 78 23

#### SECTION 01 78 39

#### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Record Samples.
  - 5. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 01 73 00 "Execution" for final property survey.
  - 2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 CLOSEOUT SUBMITTALS

- A. General: Submit record drawings with duplicate original transmittal letters containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. Certification that each document as submitted is complete and accurate.
  - 5. Signature of authorized representative of the Contractor.
- B. Record Drawings: Submit copies of record Drawings as follows:
  - 1. Submit three paper-copy sets of marked-up record prints, two copies will be retained by the University and one copy retained by the Architect/Engineer.
  - 2. Submit three paper-copy sets and three digital copies on CD of electronic files for all delegateddesign submittals. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- C. Record Specifications: Submit three paper copies of Project's Specifications, including addenda and contract modifications. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

- D. Record Product Data: Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit three paper copies of each submittal. Two copies will be retained by the University and one copy retained by the Architect/Engineer.
- F. Interior Finishes Binder: Three copies. Two copies will be retained by the University and one copy retained by the Architect/Engineer.

#### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
    - f. Mark using line types and symbols conforming to Contract Documents.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities referenced to permanent surface improvements.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities referenced to visible and accessible features of structure.
    - j. Locations of concealed valves, dampers, controls, balancing devices, junction boxes, cleanouts, and other items requiring access or maintenance.
    - k. Changes made by Change Order.
    - 1. Changes made following Architect/Engineer's written orders.
    - m. Details not on the original Contract Drawings.
    - n. Field records for variable and concealed conditions.

- o. Record information on the Work that is shown only schematically.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark additional information important to University that was either shown schematically or omitted from original Drawings.
- 6. Note Change Order numbers, and similar identification, where applicable.
- B. Record Delegated Design Electronic Files: For all delegated design submittals, including but not limited to landscape irrigation, fire alarm and fire sprinkler plans, prepare electronic files in full compliance with University of Colorado Denver | Anschutz Medical Campus Guidelines and Design Standards, Part 1.0, Paragraph "Drawing Production Standards."
- C. Identification: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect/Engineer.
    - e. Name of Contractor.

#### 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to substitutions, selection of options, and similar information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Note related Change Orders where applicable.
  - 4. Maintain one complete copy of all Addenda, Change Orders and other written change documents in printed form during construction.

#### 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Directory: Include record Product Data directory organized by Specification Section number and title.

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C. Product List: Update and record any changes to Product List submitted in accordance with Section 01 60 00 "Product Requirements", including any changes to brand, model, subcontractor, or Installer so that final list reflects materials, equipment and systems incorporated into the Work.

#### 2.4 RECORD SAMPLES

- A. Prior to Final Acceptance, meet with University Project Manager and Architect/Engineer at site to review and identify which submitted samples maintained during the progress of the Work are to be transmitted to the University.
- B. Deliver selected samples to storage area identified by University.
- C. Finishes Binder: Three-ring notebook or notebooks, organized by Specification Section number, providing a listing and description of all material finishes on the Project and including a minimum 6 inch by 6 inch sample thereof to accompany the description. Accompany each material selection indicated with the following:
  - 1. Manufacturer and product name.
  - 2. Pattern name and number, as applicable.
  - 3. Color name, as applicable.
  - 4. Any additional information required to order replacement product.

#### 2.5 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
  - 1. Include manufacturer's certifications, field test record, copies of permits, licenses, certifications, inspection reports, releases, notices, receipts for fee payments and similar documents.
- B. Directory: Include miscellaneous record submittals directory organized by Specification Section number and title.

#### PART 3 - EXECUTION

#### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project. Update at least weekly.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect/Engineer's and University's reference during normal working hours.

#### END OF SECTION 01 78 39

# ASBESTOS-CONTAMINATED SOIL MANAGEMENT

# STANDARD OPERATING PROCDURE DOCUMENT

# UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS

Prepared for



University of Colorado Denver



February 26, 2010

# **≜**Walsh

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Project Number: 4299-630

# UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS (AMC) ASBESTOS-CONTAMINATED SOIL MANAGEMENT STANDARD OPERATING PROCEDURE DOCUMENT

February 26, 2010

Prepared for:

University of Colorado Denver Anschutz Medical Campus

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Prepared by:

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WALSH Project Number: 4299-630

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# University of Colorado Anschutz Medical Campus Asbestos-Contaminated Soil Management Standard Operating Procedure Document

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# Attachments

Attachment #1	ACS Classification and AMC Boundary Site Drawing (and Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

### 1 Purpose

This Standard Operating Procedure (SOP) document provides written standard operating procedures that are the minimum requirements for the proper training, handling, packaging, and disposal of asbestos-contaminated soil (ACS) during soil disturbing activities at the Anschutz Medical Campus (AMC) of the University of Colorado Denver (UCD). This SOP document provides specific procedures for the "**management**" of asbestos contaminated soil to remove only that asbestos contaminated soil, necessary to perform the work. Where "**remediation**" is intended to remove the full extent and depth of asbestos contaminated soil for a specific area, refer to the attached *Soil Sampling and Analysis* procedures provided as a supplement to this SOP in Attachment #4 and *Remediation* procedures provided as a supplement to this SOP in Attachment #5 of this document. The SOP was prepared for CDPHE review and approval to allow AMC to use this SOP for management of the discovered ACS rather than preparing a site specific soil characterization and management plan (SCMP) each time ACS is discovered at ACM. This document is intended for use by those directly involved with soil disturbing activities on the campus, and those who provide management/supervision of these soil disturbing activities.

UCD AMC is part of the University of Colorado and is a 227-acre campus devoted to biomedical education, patient care, and drug development is located in Aurora, Colorado on the site of the former Fitzsimons Army Medical Center. The campus is located on the north side of Colfax Avenue, between Peoria Street and Fitzsimons Parkway.

### 2 Scope

The procedures provided in this document shall apply to all personnel and all activities involved with the disturbance of soil known to contain asbestos material or soil that may reasonably be considered to contain asbestos material.

Organization	Role/Responsibility	Contact Information
UCD – Facilities Management	Project Management	Ken Neeper, Manager Infrastructure Development,
		Phone: 303.724.0249 Email: Ken.Neeper@UCDenver.edu
UCD – Environmental Health and Safety Division	Environmental Compliance – Health and Safety	Christina Aguilera Phone: 303.724.0242 Email: <u>Christina.Aguilera@ucdenver.edu</u>
CDPHE HMWMD	Regulatory Agency	Jeff Swanson – Remediation and Restoration Unit – Federal Facilities Program Phone: 303.692.3416 jrswanso@cdphe.state.co.us
Non-ACS Excavation Contractor	As needed excavation of non-ACS soil in accordance with this plan	To be determined as needed
ACS Excavation Contractor	As needed removal of ACS in accordance with this SOP	To be determined as needed
ACS Consultant	As needed ACS Consulting (soil characterization, remediation oversight, soil spotting, air monitoring)	To be determined as needed

### **3** Primary Contacts, Roles and Responsibilities

### 4 Definitions and Abbreviations

#### 4.1 Abbreviations

ACM ACS AMC AMS CDPHE GIS GPS MPH NESHAP NIOSH OSHA PCM PLM PDE	Asbestos-containing materials Asbestos-contaminated soil Anschutz Medical Campus Asbestos Air Monitoring Specialist, CDPHE Certified Colorado Department of Public Health and Environment Geographic information system Geographic positioning system Miles per hour National Emissions Standards for Hazardous Air Pollutants National Institute of Occupational Safety and Health Occupational Safety and Health Administration Phase Contract Microscope Polarized Light Microscopy Daragnal Protective Equipment
PLM	Polarized Light Microscopy
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure

#### 4.2 Definitions

"Air Monitoring Specialist" means a person who performs air monitoring referred to in this guidance and who is certified to perform air monitoring in accordance with Air Regulation No. 8, Part B.

**Asbestos Soil Inspector** means a person certified in accordance with Air Regulation No. 8, Part B, to perform asbestos inspection and sampling, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections.

"Asbestos Supervisor" means a person who has been certified as an asbestos Supervisor in accordance with Air Regulation No. 8, Part B.

"Asbestos Project Designer" or "Project Designer" means a person who has been certified as an asbestos Project Designer in accordance with Air Regulation No. 8, Part B.

"Adequately wet" means sufficiently mix or penetrate with liquid to completely prevent the release of particulate material and fibers into the ambient air. If visible emissions are observed coming from asbestos-contaminated soil or asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet. Guidance on determining when a material is adequately wet can be found in EPA's *Asbestos NESHAP Adequately Wet Guidance*, EPA 340/1-90-019 (December 1990).

"Asbestos" means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), amosite (cummingtonite-grunerite), anthophyllite, and actinolite-tremolite.

"Asbestos-contaminated soil" means soil containing any amount of asbestos.

"Asbestos waste" means any asbestos-containing material whether it contains friable or nonfriable asbestos, that is not intended for further use. This term includes but is not limited to asbestos mill tailings, asbestos from pollution control devices, and containers that contain asbestos.

"Asbestos-containing material" means any material that contains more than one percent (1%) asbestos by weight, area or volume.

"Consultant" refers to entity contracted to perform training, inspections, and air monitoring related to soil disturbing activities in accordance with the SOP.

"Contractor" refers to entity contracted to perform soil disturbing activities in accordance with the SOP.

**"Facility Component"** means any component associated with a structure, installation, or building and includes buried utilities, tanks, structures or other installations.

**"Friable"** means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

"Leak tight" means that solids, liquids, or gases cannot escape or spill out. It also means dust tight.

"Mechanical" means operated or produced by mechanism or machine. This may include, but shall not be limited to, an excavator, backhoe, grader, tiller, auger, or hand shovel.

"Nonfriable" means material which, when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.

"**Remediation**" or "**Remediate**" means a cleanup or removal to prevent or minimize the possible current or future release of hazardous substances to prevent an unacceptable threat to present or future public health, welfare or the environment.

**"Site"** or **"solid waste disposal site"** means the location for a facility chosen based upon geologic, hydrogeologic and operational considerations. For the purpose of Section 5.5 of the Solid Waste Regulations "site" means the area or areas where soil-disturbing activities are occurring or will occur.

"Soil-disturbing activities" means excavation, grading, tilling, or any other mechanical activity used to disturb the soil.

"Visible emissions" means any emissions which are visually detectable without the aid of instruments, coming from material containing asbestos, asbestos waste, asbestos-contaminated soil, or from handling and disposal of asbestos waste, material containing asbestos or asbestos-contaminated soil.

"Work Area" means the area where soil disturbing activities are occurring. For asbestos contaminated soil disturbance, Work Area also means the regulated/controlled area boundary.

### **5** Disclosure due to Potential to Encounter ACS

The Anschutz Medical Campus (AMC) formerly the Fitzsimons Army Medical Center contained numerous buildings, some of which had been demolished and buried by the Army prior to property transfer to UCD. During development of the site by UCD, buried asbestos-containing materials located on building components (primarily direct buried steam lines, etc) and areas of asbestos-contaminated soil (asbestos debris in soil from prior building demolition, etc) have been discovered on the site. Based on excavation activities to date, these occurrences can be characterized as localized. Based on historical findings, the potential to encounter ACS on the AMC campus fall into one of the three following categories:

- 1. **Known ACS Area** An area that is classified as having known ACS is one that has confirmed asbestoscontaining material in the soil identified either from subsurface intrusive investigation, or from visual observation on the surface, in sidewalls, embankments, etc. This excavation is conducted by properly trained personnel in accordance with the provisions of this SOP.
- 2. Moderate to High Potential ACS Area- An area that is classified as having a moderate potential for encountering ACS is one based on historical review that asbestos material may be encountered in the soil where non-suspect construction debris has been observed historically, including wood, concrete, brick and metal components. An area that is classified as having a high potential for encountering ACS is one based on historical review that suspect asbestos material is likely to be encountered in the soil where suspect asbestos construction debris has been observed historically. Areas of Moderate to High Potential for encountering ACS may necessitate additional characterization using surface and subsurface visual inspection methods. For areas of Moderate to High Potential ACS, soil excavation activities shall be observed by an asbestos building inspector with 6 months asbestos in soil experience (asbestos soil inspector). For areas of Moderate to High Potential ACS "On-the-job" ACS awareness training shall be provided to workers directly involved with soil-disturbing activities.
- 3. Low Potential ACS Area- An area that is classified as having a low potential for encountering ACS is one in which historical review does not identify buildings or structures that previously existed at the site, utility corridors, other waste materials, or other indications that asbestos may exist on the site. A site classified as

having a low potential for encountering ACS would not be a "reason to believe that visible asbestos may be encountered." Sites with a low potential for encountering ACS would not necessitate additional characterization, spotting, "on-the-job" awareness training, or other special provisions. However, if construction debris or potential ACM is encountered during the course of soil disturbance, then the area would become a moderate to high potential ACS area and will be subject to awareness training, soil spotting and other provisions as described in this SOP.

Asbestos debris in soil at AMC can consist of friable asbestos debris (pipe insulation, etc), nonfriable asbestos debris (floor tile and cement asbestos sheet used on roofs, etc), or a combination of both. Asbestos debris may be limited to a few small pieces that are removed under limited quantity discovery" procedures, or may be in a more extensive "debris field" that will be removed under "significant discovery procedures" as described in Sections 11 and 12 of this SOP.

Upon the discovery of any suspected construction debris material, the contractor shall immediately stop excavation activities in that area, and notify the UCD project manager so the condition can be inspected to determine if asbestos contaminated soil is present. These determinations will be made by an asbestos soil inspector which is an EPA accredited and CDPHE certified asbestos building inspector with 6 months soil inspection experience. Where asbestos contaminated soil is identified, this material shall be removed by a qualified contractor with properly trained personnel, in accordance with applicable regulations and procedures described in this SOP.

### 6 Regulatory Summary and Regulatory References

# 6.1 CDPHE Hazardous Materials Waste Management Division (HMWMD) – "Asbestos Contaminated Soils" not associated with the "Built Environment"

To address asbestos in soil, the Colorado Department of Public Health and Environment's Hazardous Materials and Waste Management Division (HMWMD) has established specific management requirements for asbestos-contaminated soil under Section 5.5 of the Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2). Disposal of ACM, and work done in asbestos-contaminated soil (ACS), must comply with this regulation. The requirements of Section 5.5 of the Solid Waste Regulations apply to the owner or operator of any property with asbestos-contaminated soil at which soil-disturbing activities are occurring or planned for any area containing asbestos-contaminated soil. The requirements of Section 5.5 are triggered when the owner or operator has reason to believe or suspect the presence of asbestoscontaminated soil at a site, (through confirmation by analysis of observed material that is suspected of containing asbestos), or has reason to believe or suspects that visible asbestos will be encountered. An owner or operator that has no reason to know of or suspect asbestoscontaminated soil at a site does not have a duty to sample or otherwise investigate for asbestoscontaminated soil prior to commencing excavation, or other soil disturbing activities, at the site. It is important to understand that there is no language in the Solid Waste Regulations that requires an owner or operator to perform soil-disturbing activities, or to remediate asbestos-The regulations include specific requirements that apply if asbestoscontaminated soil. contaminated soil is disturbed or will be disturbed.

To supplement the regulation, CDPHE developed a guidance document intended to provide direction to contractors, consultants and property owners who are involved in soil disturbing activities in areas with known or suspected asbestos-contaminated soil, or where asbestos-contaminated soil is discovered. The guidance is meant to assist in compliance with the Solid Waste Regulations, and where applicable, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B - Asbestos).

# CDPHE Solid Waste Regulations identify two methods for addressing ACS, **Management** and **Remediation**.

- 1. **Management** is the removal of only that asbestos-contaminated soil necessary to perform the work, without the intent to remove additional soil outside the scope, even where observed. Management of soil in place is included under this activity. Under management, post removal soil sampling is recommended but not required for soil management actions.
- 2. **Remediation** is the planned removal of all asbestos-contaminated soil, removing soil beyond a particular scope of work to remove visible and analytical documented presence of asbestos. Under remediation, clearance soil sampling is required.

Both Management and Remediation approaches require CDPHE approval of a site specific soils work plan or a standard operating procedures (SOP) plan.

Remediation would be the appropriate action where a "No Further Action" letter is sought from CDPHE, or where a consent order has been issued by CDPHE, or when "closure" documentation is desired, as Management is the more accepted cost effective option to address soil contamination where this "No Further Action" is not required.

Remediation of asbestos-contaminated soil is not required under the Solid Waste Regulations, but may be conducted in accordance with Section 5.5.5 of the Regulations. It should also be noted that sampling of asbestos-contaminated soil is not required under Section 5.5 of the Solid Waste Regulations; however, the information that can be gained from sampling may be beneficial for many projects. In addition, when conducting remediation required by CDPHE (consent order, etc), sampling may be necessary to demonstrate that cleanup objectives have been met. Remediation will only be conducted at AMC where it is the intent to remediate and/or receive a no further action letter.

In accordance with Section 5.5.2 of the Solid Waste Regulations, the following projects are exempt from the requirements of Section 5.5 of the Solid Waste Regulations, but may be subject to other sections of the Solid Waste Regulations or other regulatory programs:

- 1. In situations where the soil contains solely nonfriable material containing asbestos, that has not been rendered friable, the nonfriable material can be removed from the soil and properly disposed in accordance with Section 5.2 of the Solid Waste Regulations. The surrounding soil would not be considered to be asbestos-contaminated soil, and therefore would not be subject to the requirements of Section 5.5 of the Solid Waste Regulations. The determination that a material is nonfriable must be made by an asbestos Building Inspector who has been certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections (see Section 8.3Worker Training).
- 2. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to asbestos abatement of facility components (including pipes, ducts and boilers) conducted in accordance with AQCC Regulation

No. 8, Part B. However, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.

- 3. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to spill response activities that are subject to the requirements of AQCC Regulation No. 8, Part B. As above, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.
- 4. Ambient occurrences of asbestos that are not due to site-specific activities. Ambient occurrences of asbestos may include, but are not limited to, naturally occurring asbestos or the distribution of asbestos from normal wear of automotive products.
- 5. Projects involving excavations with a total volume of less than 1 cubic yard of soil using low-emission excavation methods such as hand held tools or light equipment.

The exemption for asbestos abatement projects conducted under AQCC Regulation No. 8, Part B, includes asbestos debris that may come into contact with soil during demolition of structures with asbestos-containing materials and materials containing trace amounts of asbestos (including trace soil in crawlspaces, loose fill vermiculite, etc) that can legally remain during demolition and be disposed of as normal demolition debris. Any asbestos debris left behind after the completion of a demolition project and associated site cleanup, would be subject to the requirements of Section 5.5 of the Solid Waste Regulations if disturbed in the future.

#### **6.2 EPA, OSHA DOT and CDPHE Air Pollution Control Division (APCD)** *"Asbestos/Asbestos Contaminated Soils" associated with the "Built Environment"*

The Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA) and the Colorado Department of Public Health and Environment (CDPHE) define asbestos-containing material (ACM) as any material containing greater than 1% asbestos as asbestos-containing material. EPA, OSHA and CDPHE define *friable* materials as those materials that can be crumbled or reduced to powder by hand pressure, whereas nonfriable materials cannot. Friable materials are more likely to be released into the air, especially during renovation and demolition of the building. Under EPA and CDPHE regulations, certain types of nonfriable materials (such as tar impregnated roofing and vinyl asbestos floor tile) may remain during normal demolition (provided these materials remain nonfriable during the demolition process) and also may be disposed of as normal demolition debris. In addition drywall joint compound that contains greater than 1% asbestos may remain in a building for demolition and disposal as normal demolition debris provided the joint compound was not used as a surfacing material and the composite result of the drywall and joint compound reported less than 1% asbestos. Additionally, materials containing trace to 1% are not subject to EPA and CDPHE regulations and may remain in a building during demolition and may be disposed of as normal demolition debris. Under these provisions, it is common for asbestos to remain in a building for demolition and for subsequent disposal as normal demolition debris.

ACM is subject to the EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPs) Regulations for Asbestos (40 CFR Part 61) which includes specific provisions for renovation and demolition projects pertaining to the "built" environment, and disposal of asbestos-containing waste material. ACM is subject to the EPA Toxic Substances Control Act (TSCA) which includes provisions for training and certification for asbestos remediation and consulting activities. The CDPHE is presently responsible for administering the EPA NESHAP and TSCA program for Colorado.

ACM is subject to OSHA Construction Industry Standard for Asbestos (29 CFR Parts 1910.1101). Materials containing 1% or less asbestos may be subject to OSHA regulations under certain classes of work activity, or if air concentrations are at or above the personal exposure limit (PEL) of 0.1 f/cc or the excursion limit of 1.0 f/cc. The OSHA asbestos standard includes provision for hazard communication, training, exposure assessment, respiratory protection, engineering controls, medical evaluations, and other provisions.

ACM is subject to Department of Transportation (DOT) regulations for packaging, labeling and transportation of asbestos under 49 CFR Part 173.

ACM is subject to applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. The term **Abatement** is defined by the CDPHE under the Air Pollution Control Division Regulation 8, and includes the removal of asbestos-containing materials covering facility components, which includes discovery wrapped steam line found below grade, transite<sup>®</sup> water pipe, or an abandoned buried boiler covered with asbestos. Removal of asbestos in soil associated with facility components would be subject to the requirements under CDPHE Air Pollution Regulation 8, including contractor licensing, worker certifications, permitting, etc.

- 1. Removal of asbestos-containing material on a facility component, that is located on or in soil that will be disturbed, shall be conducted (as stipulated under Section 5.5 of the Solid Waste Regulations), in accordance with work practices in AQCC Regulation No. 8, Part B, Section III.O, but is not subject to the permit requirements of AQCC Regulation No. 8, Part B, as long as the total quantity of asbestos-containing material is below the following trigger levels:
  - a) 260 linear feet on pipes,
  - b) 160 square feet on other surfaces, or
  - c) The volume equivalent of a 55-gallon drum.
- 2. Removal of asbestos-containing material on a facility component with asbestos quantities above the trigger levels is subject to the notification, permit, and abatement requirements of AQCC Regulation No. 8, Part B, and is therefore outside the scope of Section 5.5 of the Solid Waste Regulations, as provided in Section 5.5.2(B) of the regulations.
- 3. Removal of pieces of asbestos-containing material, that are not on a facility component, and are located on or in soil that will be disturbed, shall be conducted under Section 5.5 of the Solid Waste Regulations, in accordance with work practices in AQCC Regulation No. 8 Part B, Section III.O. The removal activities would not be subject to the permit requirements of AQCC Regulation No. 8, Part B.

Under EPA NESHAPs/CDPHE APCD regulations, the primary consideration under this SOP is adherence to CDPHE APCD Regulation 8 requirements for the discovery of asbestos-containing materials on buried facility components such as piping, boilers, etc and the proper removal in accordance with the EPA NESHAPs and CDPHE APCD regulations. Under CDPHE APCD regulations, secondary consideration under this SOP is the proper removal of all construction debris including nonfriable materials allowed to remain during demolition, asbestos-containing joint compound (where composite result reported less than 1%) and trace-1% asbestos materials. Where demolition debris is allowed to remain after demolition activities have been completed, any presence of asbestos in the soil would then be subject to the CDPHE HMWD ACS regulations. This issue is addressed in more detail in Section 13 (Special Considerations) of this SOP.

All work on asbestos-containing materials (ACM) must comply with the applicable requirements of EPA, OSHA, DOT and CDPHE APCD asbestos regulations.

#### 6.3 References

- CDPHE. 2006. Asbestos-Contaminated Soil Guidance Document. Prepared in draft form April 2006 by the Hazardous Materials and Waste Management Division.
- CDPHE. 2006. Asbestos-Contaminated Soil Regulations. Section 5.5 of the Hazardous Materials and Waste Management Division's Regulations Pertaining to Solid Waste Disposal Sites and Facilities
- CDPHE. 2008, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B Asbestos).
- OSHA. Construction Industry Standards for Asbestos. 29 CFR 1926.1101

### 7 Classification of Types of Soil Disturbing Activities

The following are the classifications of soil disturbing activities under this SOP.

- 1. "Localized Limited Quantity Shallow Hand Digging- This covers localized limited quantity (less than 1 cubic yard of soil) shallow hand digging from surface to 24 inches in depth, that is typical in the normal day-to-day operations of the campus, including sprinkler repair, planting shrubs and small potted plants, and installing fence posts/signs, etc.
- 2. "Small Scale" Localized Hand/Equipment Excavation- This covers deeper (greater than 24 inches) localized excavation generating greater than 1 cubic yard of soil, and includes hand digging or small/light equipment (backhoe, mini excavator, tree planters, min-excavators, and hole drilling augers, etc) for minor utility repair, tree planning, etc. With these types of excavations, the work is a very short (day duration), and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation.
- 3. "Moderate Scale" Localized Equipment Excavation This covers larger scale "localized" excavations that involve trenching or pothole excavation typically to install or repair buried utilities. With these types of excavations, the work is a is short to moderate duration (days to weeks), is conducted with a moderate sized "back-hoe" or excavator" and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation. An example of this would be utility corridor trenching.
- 4. "Large Scale" Equipment Excavation This covers largest scale excavations that involve mass excavation of a site, usually for building construction or other site development purposes. With these types of excavations, the work is a moderate to long duration (weeks to months), is conducted with large excavators, scrapers, front end loaders, etc, and the soil is typically subject to relocation on and off-site, with potential for additional soil import, depending on final grade requirements. An example of this would be "mass excavation" performed for construction of a new building.

### 8 Excavation Notifications

The following table summarized the types of **notifications required prior to conducting soil disturbing activities**.

	Low Potential ACS condition	Moderate to High Potential ACS condition	Known ACS condition
Localized Limited Quantity (less than 3 cubic yards) Shallow Hand Digging (less than 24 inches in depth for sprinkler repair, shrub/planting small potted plants, installing fence posts/signs etc	No notification required	No notification required	No notification required
Localized Small Scale Hand/Equipment Excavation more than 3 cubic yards and greater than 24 inches in depth (minor utility repair, tree planning, etc)	No notification required	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Moderate Scale Localized Equipment Excavation (utility trenching)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Large Scale Equipment Excavation (mass excavation)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start

CDPHE will be notified within 24 hours of an unexpected ACS and/or ACM discovery. CDPHE will be notified at least 10-days prior to any planned soil-disturbing activity in areas of known ACS and/or ACM. The HMWMD can be notified by using the Notification Form attached to this plan, and emailed to CDPHE contact identified in Section 3 of this SOP. If ACS is encountered and an area reclassified as "known ACS condition" that CDPHE will be notified prior to start or re-start of work.

Additional notification shall be provided to UCD if construction debris is encountered in areas determined to be low potential ACS condition. Notification to UCD includes notification to UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contacts as provided in Section 3 of this SOP. The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project. For emergency repair projects to utilities, etc, notification will be provided to CDPHE by the next business day.

### 9 Excavation Planning

Prior to performing any soil disturbance activities, those persons performing the soil disturbing activity shall check the AMC ACS Asbestos Contaminated Soils Classification Site Drawing (Attachment #1) to determine the classified ACS condition for the area where soil disturbing activities will occur. Comply with notification, training and work procedures provisions of this document based on the classified condition for the area where excavation will occur which will be classified into one of the following three categories:

- *Low Potential* ACS Condition (areas shaded *green*)
- Moderate to High Potential ACS Condition (areas shaded yellow)
- Known ACS Condition (shaded coded red)

The following soil spotting activities will be utilized during all excavation activities for moderate to large scale excavation activities when moderate to high potential ACS conditions exist:

- 1. All surface work areas will be pre-inspected by the asbestos soil inspector prior to commencement of soil disturbance activities.
- 2. Excavation Area: conduct a subsurface visual inspection for asbestos material during excavation. The asbestos soil inspector will inspect all areas of the excavation as removal of soil proceeds, and will inspect the bottom of the excavation for visible ACM.
- 3. Stockpile and Backfill Areas: closely inspect stockpiled area as soil is dumped/piled.

Where ACS is identified and impacted by planned excavation, the characterization, removal and disposal of contaminated soil shall be conducted in accordance with the provisions of this SOP. Once the asbestos soil inspector has delineated the ACS boundaries (depth and extent through visual inspection characterization protocols as provided in Section 11 of this SOP), the Contractor may continue excavation in other non-ACS areas with continued spotting by an asbestos soil inspector.

For localized limited quantity (less than 1 cubic yard) shallow (less than 24 inches) hand digging for normal day-to-day operations, including sprinkler maintenance, installation of signs/posts, planting of small plants and shrubs, etc, these activities are exempt from this SOP since these activities typically occur in newly constructed areas with shallow digging occurring in the top fill layer placed during new construction, which has a low potential to contain asbestos debris, and less than 1 cubic yard by hand-digging is exempted under CDPHE HMWMD regulations. Notification shall be provided to UCD if construction debris is encountered under these exempted activities.

For additional planning purposes and as a reference, an historical site map is provided in Attachment #2 that shows the building and steam tunnel locations for the former Fitzsimons Army Medical Center. Attachment #3 contains a flow chart that summarizes the key components of this SOP document.

### **10 Training Requirements**

#### 10.1 SOP circulation

The following entities/persons involved with soil disturbing activities shall be provided a copy of this SOP prior to performing work.

- 1. Those performing soil disturbing activities in areas with moderate to high potential to encounter ACS
- 2. Those providing awareness soil training
- 3. Those providing soil inspection or soil spotting activities during normal excavation activities.
- 4. Those performing soil disturbing activities in a known ACS condition area
- 5. Those providing air monitoring and inspection associated with soil disturbing activities in a known ACS condition area.

#### **10.2 Awareness Training**

For areas with *moderate to high* potential to encounter ACS, all those persons involved with the excavation regardless of size shall be provided on the job hazard communication awareness (awareness) training for those individuals associated with the soil disturbing activities as follows:

"On-the-job" asbestos soils awareness training as defined in Section 5.5.6 of the Solid Waste Regulations will be provided to workers directly involved in soil-disturbing activities on sites where there is known ACS or a "reason to believe" ACS may be encountered. The training will address such topics as history and background of asbestos, identifying types of asbestos, health effects, engineering controls, and actions to take when suspect asbestos materials are encountered. The training will be conducted with oversight and curriculum development by an asbestos building inspector, asbestos supervisor or project designer.

The awareness training must provide information necessary for the individuals to perform their duties in a way that ensures compliance with the requirements of Section 5.5 of the Solid Waste Regulations. The training must be conducted by an Asbestos Supervisor, Building Inspector or Project Designer, certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil management.

#### 10.3 ACS Soil Disturbance Training

For **moderate to large scale excavation** activities in areas with **known ACS**, provide on the job hazard communication awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities (current EPA Asbestos Supervisor Certification)
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (EPA Asbestos Supervisor/Worker training is recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

This training requirement applies to equipment operators but is not required for drivers of trucks carrying contaminated material for disposal to approved landfills. Drivers are only required to complete the awareness training.

For **Small Scale excavation** activities with **known ACS**, provide awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during small scale soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities.
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (Training Equivalent with OSHA Class III training for "small scale short duration" activities that will disturb asbestos recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

#### **10.4 ACS Inspection and Air Monitoring Training**

Individuals performing soil inspection and identification of asbestos in soil must have a current asbestos Building Inspector certification in accordance with AQCC Regulation No. 8, Part B, and must have a minimum of six (6) months experience conducting asbestos-contaminated soil inspections. Individuals with this level of training and experience are referred to in this SOP as "asbestos soil inspectors".

Individuals preparing and signing Soil Characterization and Management Plans must have a current Asbestos Project Designer certification in accordance with AQCC Regulation No. 8, Part B.

Individuals performing asbestos air monitoring associated with asbestos-contaminated soil disturbing activities must have a current Air Monitoring Specialist certification in accordance with AQCC Regulation No. 8, Part B

#### **10.5 Additional Considerations**

In addition, individuals with the potential for exposure to asbestos fibers should be trained in the proper usage of personal protective equipment and have a current annual physical with a medical release/respirator usage form in accordance with the employer's medical surveillance program. Personal exposure air monitoring should be conducted in accordance with the employer's exposure assessment program.

### **11 ACS Characterization Protocols and Trigger Levels**

The following summarizes the potential conditions that may be encountered during soil disturbing activities at the AMC:

- 1. Localized areas of **friable and/or nonfriable** asbestos debris in soil that constitute "significant quantity" as provided under the "trigger level" of this plan. Triggering "major" response procedures as provided in this plan.
- 2. Localized areas of **friable and/or nonfriable** debris in soil that constitute "limited quantity" as provided under the "trigger level" portion of this plan, triggering "minor" spill response during planned excavation spotting activities.
- 3. Localized areas with construction debris with no asbestos debris, such as brick, metal, and PVC pipe, and non-asbestos suspect debris (confirmed by bulk sampling).
- 4. Localized areas where no visible construction debris, or visible suspect asbestos containing materials are present.

To provide a basis for appropriate level of assessment (limited vs. significant) and management for discovered asbestos debris, the following summarizes specific trigger levels to be used under this SOP. These trigger levels are "**limited quantity discovery**" and "**significant quantity discovery**" of **visible friable and/or nonfriable asbestos debris** and have corresponding assessment and response actions based on the limited or significant finding:

#### 11.1 Limited Quantity Material Discovery Assessment and Management Protocol

**Entry into Limited Quantity Assessment and Management Protocols**: Where up to 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, record the locations with a GPS unit, photograph and log pertinent information such as location, description of material, type of debris, etc.

**Exit from Limited Quantity Assessment and Management Protocols:** Carefully wet and remove the visible debris and 3 cubic feet of soils surrounding each debris piece. All debris will be adequately wetted, and removed by appropriately trained and protected personnel. All debris and associated soil will be placed into appropriately labeled disposal bags, for proper disposal based on the material friability.

#### 11.2 Significant Quantity Material Discovery Assessment and Management Protocol

**Entry into Significant Quantity Assessment and Management Protocols**: Where greater than 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, this will constitute a debris field. The asbestos soil inspector will conduct surface and subsurface visual assessment with the assistance of excavation equipment to determine the extent and depth of the asbestos debris field. All asbestos debris field corner points will be documented with a GPS unit, on a drawing and

by photograph. Photograph and log pertinent information such as type of debris, quantity, etc.

**Exit from Significant Quantity Assessment and Management Protocols:** Removal of debris field based on a visual determination to the extent of excavation, or removal of *extent of find (EOF) plus 1 foot of soil, and removal of depth of find (DOF) plus 1 foot of soil for subsurface contamination,* and *removal of extent of find (EOF) plus 1 foot of soil where only surface contamination is identified.* Where visible friable and/or nonfriable asbestos debris is still observed at the extent of planned excavation, the area will be over excavated by 1 foot, and then covered with a geotechnical membrane and labeled/demarcated as asbestos-contaminated soil, and covered with 1 foot of clean fill. The boundary will be recorded with a GPS unit, on a drawing, and by photograph.

#### **11.3 Visual Characterization for Significant Discovery**

Site characterization (surface and subsurface visual assessment) will be conducted by using visual inspection to identify depth and extent of visible significant debris using potholing and trenching techniques for asbestos debris. Soil sampling and analysis is not part of the characterization process under this SOP, and any collection and analysis of soil samples for asbestos content requires written authorization from UCD.

#### 11.4 Surface Investigation

Surface investigation for areas identified as having potential asbestos-containing debris will be conducted for suspect asbestos debris. Surface investigation will include sampling suspect asbestos-containing material, or will assume material is asbestos-containing. Marker paint and flags will be used to demarcate locations of any suspect debris. Locations will be identified with a GPS device. The surface investigation will include photographing and logging pertinent information such as location, type of debris, quantity, etc.

### **11.5 Investigation Personal Protective Equipment**

At a minimum, appropriate PPE must be worn when doing asbestos inspections or otherwise accessing an area suspected or known to contain asbestos. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of non-friable asbestos must wear disposable booties and disposable rubber gloves, which should then be discarded as asbestos waste prior to exiting the site. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of friable asbestos must wear a half-face air-purifying respirator with HEPA cartridge filtration, disposable protective suite, disposable booties and disposable rubber gloves. Disposable protective equipment should then be discarded as asbestos waste prior to exiting the site. Additional protective equipment shall be used as appropriate.

#### **11.6 Demarcation of Discovery Locations and ACS Boundaries**

Locating debris and other site conditions by GPS where specified in this SOP is considered the primary method for documenting these locations, but distance measurement (XYZ coordinate) descriptions may be used where a site grid is utilized or where locations are adjacent to structures or features. Grid/Structure reference points shall be documented with GPS in the event grid markers or structures are removed.

### **12 Limited Quantity ACS Management Procedures**

Where the asbestos soil inspector visually observes up to three pieces of friable and/or nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

For **nonfriable** asbestos material, adequately wet, using hand-removal methods only, gather and place the material and approximately 12 inches of surrounding soil in 6-mil poly bags. For **friable** asbestos material, adequately wet, using hand-removal methods only, gather and place material and 3 cubic feet of surrounding soil in 6-mil poly bags (double bags). Continue work with extra attention to possible additional asbestos in that vicinity. Stage waste bags in a lined drum or roll-off container. Dispose of waste as asbestos contaminated waste in accordance with CDPHE regulations and this SCMP.

All personnel involved in the removal of Limited Quantity asbestos debris will wear at a minimum a halfface air purifying respirator with HEPA filtration, and disposable protective suit, disposable overbooties and disposable gloves. Decontamination of all tools and equipment involved in the removal of asbestos debris is required prior to leaving the work area. Disposable suits, overbooties and gloves shall be disposed of as asbestos waste.

### 13 Significant Quantity ACS Management Procedures where only Nonfriable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

#### 13.1 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

#### **13.2 Dust and Emissions Control**

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

#### 13.3 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

#### 13.4 Removal/Excavation

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

#### 13.5 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil.

#### 13.6 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where only nonfriable material is visible. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS).

The air monitoring is described below.

- 1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.
- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 5 samples will be collected per shift per work area.
  - b. Of the 5 samples collected, three (3) perimeter samples will be placed to triangulate the work area, moving as necessary to follow the active "area-of-disturbance", but *remaining fixed in relation to each other*. One (1) additional perimeter "floating sample" will be placed downwind from work activities, where potential fiber emissions are most likely to be detected. All perimeter samples shall be collected as close to the "point of disturbance" as possible, without subjecting the air monitoring equipment to damage from the operations. One (1) additional sample, to be considered the potential worst-case scenario "area equivalent" sample, will be collected on personnel closest to disturbance operations, such as the person operating the water hose.
  - c. The results from these samples for comparison to 0.01 f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
  - d. **Performance Based Air Sampling:** Five (5) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on the two (2) highest PCM samples for the first 3 days of each nonfriable excavation event. If no asbestos fibers are detected after the first 3 days of each event, then TEM analysis of the two (2) highest PCM samples will be reduced, to be conducted randomly twice per week. The AMS will determine on which two days *TEM analysis* will be conducted. TEM analysis will continue to be performed on any sample with PCM results exceeding 0.01fibers/cc.
- 4. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.
- 5. As an alternative to Environmental Air Monitoring for significant quantity nonfriable excavation, where soil sampling is performed in areas containing only visible nonfriable asbestos debris (per a soil sampling plan as agreed upon by UCD and CDPHE), and where soil sampling data demonstrates that no asbestos is present in the soil, and excavation work practices will not render the nonfriable material friable, environmental air monitoring may be reduced to PCM on workers only with the written approval of UCD and CDPHE.

#### 13.7 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent"

samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

#### 13.8 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

#### **13.9 Waste Transportation and Disposal**

Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, or ACS with no visible asbestos will be labeled, in accordance with the requirements of Section 5.2 of the Solid Waste Regulations. In accordance with the disposal requirements for nonfriable asbestos waste at least one 6-mil polyethylene liner/sheeting will be in trucks used for transport of soil that contains visible nonfriable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, the liners/sheeting will be sealed and mechanically fastened in a manner that ensures that it remains intact and leak-tight during transportation and disposal operations. Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, shall be labeled noting "asbestos, danger" and the generator, and placed on top of sealed liner.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

- 1. Asbestos-contaminated soil containing only visible nonfriable asbestos, that has not been rendered friable, will be disposed of as nonfriable asbestos in accordance with Section 5.2 of the Solid Waste Regulations.
- 2. Asbestos-contaminated soils containing no visible asbestos will be disposed in a manner similar to nonfriable asbestos waste, as described in Section 5.2 of the Solid Waste Regulations.

#### 13.10 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging ACS will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

#### **13.11 Equipment Decontamination**

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

#### **13.12 Final Inspection Procedures**

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

#### 13.13 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

### 14 Significant Quantity ACS Management Procedures where Friable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces friable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

#### 14.1 Site Control, Demarcation, Fencing and Wind Screening

The Work Area will be demarcated on all four sides using a movable/portable wind barrier to prevent wind dispersal of soil during excavation activities. Moveable/portable wind barriers will be placed on all four sides and immediately adjacent to the point of excavation, and will be of adequate height and configuration (size) to minimize wind soil dispersal at the point of excavation. For smaller areas or highly mobile removal activities, moveable "directional" mobile wind fencing may be used, but must be positioned upwind and adjacent to soil removal activities at all times. Where only directional wind fencing is used, asbestos barrier tape shall be installed to identify the remaining boundary of the Work Area (where wind fence is not positioned)

#### 14.2 Protection of Adjacent Structures

When the abatement area is close to occupied structures, external critical barriers may need to be constructed. All openings in the structure, including windows, doorways, vents or other openings will be sealed with 6-mil poly.

#### 14.3 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

#### 14.4 Dust and Emissions Control

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Amended water and or stabilization agents will be applied for dust control within all disturbed ACS areas. The Contractor will maintain the dust control process throughout the course of the project during soil disturbing activities. Removal of soils and debris will be done with heavy equipment which has been adapted to have a water misting system installed on the equipment to minimize dust emissions at the point of removal. Water will be applied in a manner that does not cause run-off or splattering. In addition, a water misting system will be constructed to wet the material at the point of loading into the dumpster prior to final packaging.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

Site management and inspectors will monitor the quantity of surface area disturbed at any given time; also the amount of surface not stabilized will be kept to the minimum quantity necessary for meaningful work to occur. If site conditions change so that dust suppression becomes questionable on the amount of disturbed area, a portion of that area will be stabilized and work will proceed on a reduced area.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

### 14.5 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

### 14.6 Removal/Excavation

Utilizing an excavator, mini excavator or backhoe with a bucket mounted spray bar system; the soil excavation will proceed within the designated work area. The spray bar system will consist of nozzles inside the back top edge of the bucket and two outside the bucket with nozzles spray pattern overlapping that will provide adequate wetting to eliminate fugitive dust, but avoid splatter or drift from spraying. Additional hand wetting will be used to eliminate fugitive emissions, but avoid splatter or drift from spraying.

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

#### 14.7 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil. All wind speed measurements will be taken at locations in close proximity to, and representative of, the work area in which the soil is being handled.

**Shutdown conditions:** Soil removal/disturbance operations will immediately and temporarily cease when one or more of the following 4 conditions have been met:

- 1. Any wind gust reaching or exceeding 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds reaching or exceeding 12 mph averaged over a period of 10 minutes;
- 3. Winds are producing visible emissions or creating movement of dust or debris in or near the removal/disturbance area, or
- 4. Winds are impacting on the ability of engineering controls to work as designed.

During wind-related work shutdowns, other work activities not involving soil removal or disturbance (e.g., lining dumpsters) may continue.

**Resume Conditions:** Soil disturbance activities may resume after <u>all</u> of the following 4 conditions have been met:

- 1. All wind gust readings for a period of 20 minutes drop below 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds are below 12 mph averaged over a period of 20 minutes;
- 3. Winds are no longer producing visible emissions or creating movement of dust in or around the removal/disturbance area, and
- 4. Winds are not impacting on the ability of engineering controls to work as designed.

#### 14.8 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where visible friable asbestos material is present. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS). The air monitoring is described below.

1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps

at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.

- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 8 samples will be collected per shift per work area.
  - b. Of the 8 samples collected, four (4) samples will be arranged at the 4 points of the compass surrounding the work area with two (2) additional samples deemed as "perimeter floating samples". The perimeter floating samples will be placed in areas where emitted asbestos fibers are most likely to be detected (downwind from work activities). Two potential worst-case scenario "area equivalent" samples will be collected on at least 2 workers who are expected to have the greatest potential exposure to asbestos during abatement operations. The results from these samples are for comparison to 0.01f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
- 4. Eight (8) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on two (2) highest PCM samples to evaluate engineering controls. After two (2) weeks of TEM sampling, the analytical results and engineering controls will be assessed to determine if adequate controls are in place. If controls are deemed adequate by UCD and CDPHE, the number of *TEM samples* may be reduced as approved by UCD and CDPHE. On an ongoing project basis, any sample with PCM results exceeding 0.01 fibers/cc must be analyzed by TEM. For large areas of disturbance, additional perimeter monitoring points shall be added if the active area of soil disturbance is larger than approximately 1 acre in size. One additional monitoring point should be added for each additional 200 linear feet of perimeter (approximately 1 sample per additional <sup>1</sup>/<sub>4</sub> acre increase in area). For active areas of soil disturbance greater than 1 acre, additional samples shall be analyzed by TEM at a minimum rate of 25% of the total number of samples collected, based on highest PCM results. However, TEM analysis is not required if PCM results are non-detect (based on fiber count).
- 5. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.

#### 14.9 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent" samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

#### 14.10 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

To accomplish proper characterization of soil (preliminary visual inspection and verification visual inspection at staging area), movement of soil to staging areas for subsequent loading, transportation and disposal is necessary. Staged soil must be stabilized when loading is not occurring. Upon removal of staged ACS placed on "non-ACS area", the contractor shall remove an additional 12 inches of soil to address any cross-contamination that may have occurred to the non-ACS area.

#### 14.11 Waste Transportation and Disposal

Containers of friable asbestos waste, or asbestos-contaminated soil with visible friable asbestos, shall be labeled, in accordance with the requirements of Section 5.3 of the Solid Waste Regulations. In accordance with the disposal requirements for friable asbestos waste (Section 5.3.5(A) of the Solid Waste Regulations) at least two 6-mil polyethylene liners/sheeting shall be used for soil that contains visible friable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, both liners/sheeting should be mechanically fasted and sealed separately. The liners/sheeting shall be sealed in a manner that ensures that they remain then leak-tight during transportation and disposal operations.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACM/ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

1. Asbestos-contaminated soils containing visible friable asbestos will be disposed in a leak tight container as friable asbestos waste in accordance with the requirements of Section 5.3 of the Solid Waste Regulations.

#### 14.12 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging of friable or significant quantities of nonfriable ACM will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

#### 14.13 Equipment Decontamination

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

#### 14.14 Final Inspection Procedures

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

#### 14.15 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

### 14.16 Spill Control

Where asbestos contaminated soil is spilled during loading or transport, the Contractor shall immediately ensure the spilled material is immediately collected in accordance with wetting and emission control provisions of this SCMP. For spills that occur on clean soil, remove 12 inches of soil under spill area as precautionary measure. For spills that occur on hard surfaces such as asphalt roadways or concrete parking lots, provide wet cleaning and HEPA vacuuming until all visible dust and debris have been removed.

Where water run-off occurs resulting in visible erosion and sediment transfer from asbestos contaminated soil areas to non-asbestos contaminated soil areas, remove top 12 inches of soil where the visible erosion and sediment deposition occurred.

### 14.17 Erosion Control

To control wind erosion of ACS, use of silt fencing or wind fencing may be used, where appropriate. Stabilize asbestos containing soil with friable debris by covering with magnesium chloride (or equivalent soil stabilizer) or 6-mil poly until removal can occur. Securely fasten poly sheeting to prevent removal by the wind.

To control water erosion, the use of silt fencing, erosion control mats, straw waddles or equivalent erosion control methods shall be used in areas where run-off is likely. Where ACS will remain, cover with geotech membrane, and then cover with 12 inches of clean fill and cover with appropriate vegetative growth or ground cover to prevent erosion.

### **15 Special Considerations**

### **15.1 Emergency Buried Utility Repair Projects**

Specific provisions of this SOP require some planning and response time that may not be appropriate in an emergency response situation to repair a buried utility. This section identifies the minimum requirements under this SOP for the first 24 hours of excavation and repair, to ensure that necessary repairs can be made to buried utilities promptly in an emergency situation where the utility must be repaired immediately (which may include evening and weekend work), where ACS is encountered during the emergency response, only worker protection, adequate wetting and no visible emission provisions of this SOP will apply within the first 24 hours, with remaining provisions including material characterization, soil training, air monitoring, disposal, etc to take effect after the first 24 hours of the excavation and repair. By ensuring adequate wetting and no visible emissions during emergency excavation during the first 24-hours, this will allow necessary work to continue, and will provide a window for implementing remaining

provisions of this SOP including testing of suspect materials and where ACS is identified, and for implementing management actions under this SOP. Where suspect material is identified in soil that has been excavated during the emergency repair, this soil shall not be placed back into the hole/pit until characterization can be conducted by an asbestos soil inspector.

#### **15.2 Importing and Exporting Soil**

The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project.

#### 15.3 Building Demolition Debris Removal Verification

To ensure demolition debris is removed during the demolition phase in accordance with applicable regulations, an asbestos soil inspector will conduct a site inspection during the final stage of demolition to determine if all demolition debris has been removed. As a precautionary measure, as part of the final demolition site cleaning, a layer of clean soil should be removed to ensure no construction debris remains upon completion of the demolition process as verified by inspection by an asbestos soil inspector, with the exception of non-asbestos-containing/contaminated "structural" fill such as concrete and brick as approved by UCD.

#### 15.4 Soil Stockpiling Management Procedures

Stockpiling of asbestos contaminated soils will only occur under CDPHE and UCD approval, as removal of contaminated soil will be under a direct load approach unless otherwise approved by UCD and CDPHE. When soil movement and stockpiling is necessary, based on site logistics, stockpiled soil must be stabilized and covered when not in use, and must not be allowed to remain on site longer than 5 working days.

For excavation and stockpiling of non-asbestos contaminated soils that are subject to "soil spotting provisions" (moderate to high potential ACS), an asbestos soil inspector will be present at all areas where stockpiled soils are placed, and will be in radio communication with the asbestos soil inspector inspecting soils at the excavation point to ensure prompt and efficient response to discovery of visible ACM debris at either location.

#### **15.5 Management Practices for Significant Discovery of only Nonfriable materials**

Where only nonfriable materials are observed (no friable debris) in a significant discovery "debris field", the following are required procedures:

- 1. Ensure material and soil is adequately wet and no visible emission occur during excavation and loading activities.
- 2. Packaging and disposal as nonfriable asbestos containing waste material.

#### 15.6 Soil Sampling

The primary method for determining asbestos contaminated soil under this SOP and under CDPHE HMWMD regulation is visual identification of suspect material that is confirmed or presumed to be asbestos. Soil sampling is considered an optional activity and will be conducted only with UCD written authorization to conduct soil sampling on the campus. There are two primary situations where UCD may authorize soil sampling:

- 1. Soil sampling to provide general information about imported or exported soils as part of the management procedures under the SOP.
- 2. UCD written authorization to conduct soil sampling in conjunction with "Remediation" actions (as provided in Attachment #5) conducted to remove the full extent and depth of asbestos contaminated soil from a specified area. Remediation soil sampling may include "baseline" characterization for soil sampling collected prior to a remediation action, and will include collection of "clearance" (post-removal) soil sampling to verify removal of all asbestos (including trace amounts in soil as determined by PLM analysis).

Refer to Attachment #4 for surface soil sampling and analysis procedures.

#### 15.7 Remediation

If the objective of an ACS removal activity is remediation of a specific location to remove the complete extent and depth of asbestos in soil at a specific location, including trace in soil as determined by PLM analysis, or for the purpose of obtaining a no further action determination under some other regulatory framework, such work must be in accordance with the remediation plan provided as a supplement to this SOP in Attachment #5. The remediation plan integrates the sampling and analysis plan (SAP) provided in Attachment #4 and describes soil handling and soil clearance (visual and bulk sampling) criteria. Refer to Attachment #5 for surface remediation procedures.

### **16 Project Reporting**

Upon completion of soil disturbing activities, to aid in future management of site and any remaining ACS conditions known to exist, a close out report will be provided to the UCD to document work performed, and any ACS material known to exist that will remain for management.

The project close-out report shall include the following minimum components:

- 1. Property description and description of areas with asbestos-contaminated soils
- 2. Description of soil disturbing activities involving ACS (emission control procedures) and non-ACS conditions
- 3. Description of all field operations or daily logs
- 4. Containment logs (where appropriate)
- 5. Air Monitoring logs and analytical results associated with ACS removal actions
- 6. Description/results of all asbestos bulk sampling events, including sample locations descriptions and sample diagram/drawing showing sample locations
- 7. Analytical results associated with bulk sampling events
- 8. Disposal summaries and manifests
- 9. Maps showing excavation profiles

- 10. Documentation of asbestos left in place including drawings, photographs and GPS coordinates for corner points of known ACS.
- 11. Photographs showing pre-, during and post excavation/removal conditions
- 12. Accreditation and Certification documentation for activities covered under the Work Plan (Inspector, Air Monitoring Specialist, Supervisor, and Worker)

### **17 SOP Review and Revision**

#### 17.1 SOP Review

Annually, the UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contact as provided in Section 3 of this SOP shall review this SOP with an asbestos accredited/certified Project Designer with 6-month asbestos soil experience to identify any needed revisions to this SOP.

#### 17.2 SOP Review

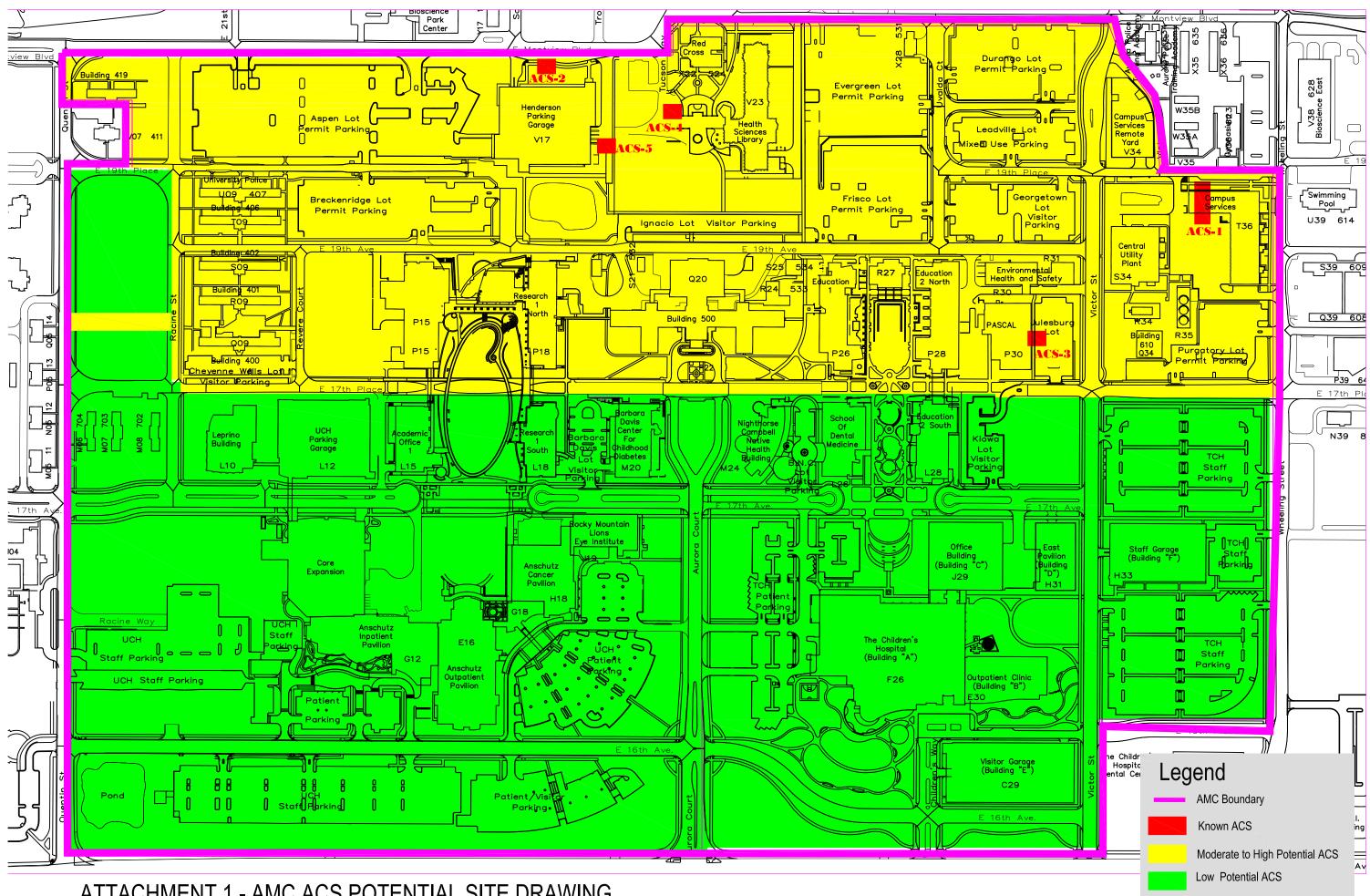
Based on annual review, any revisions to the SOP shall be submitted to CDPHE as a "revised" SOP with a new revision number and revision date for CDPHE review and approval.

### **18 Attachments**

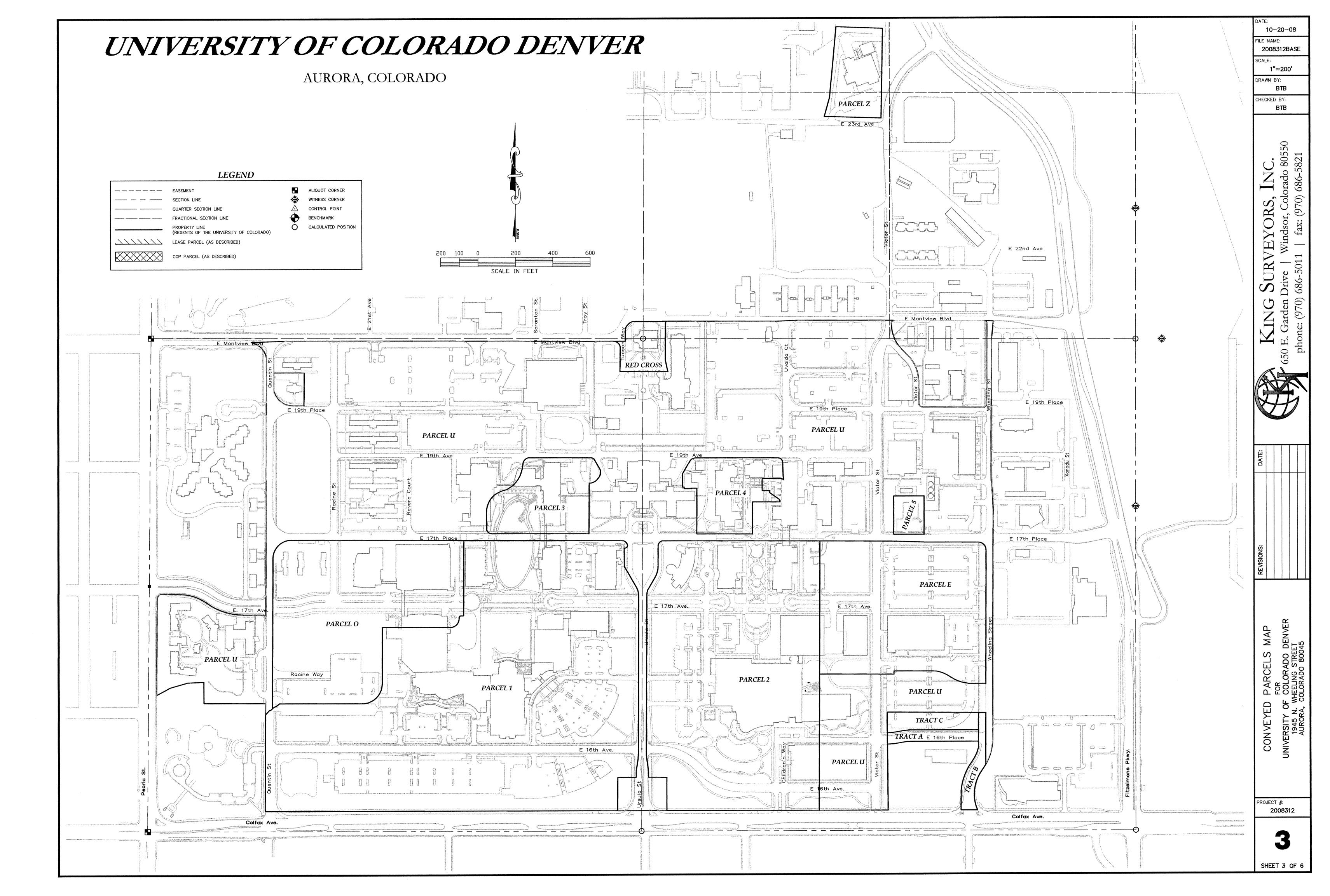
Attachment #1	ACS Classification and AMC Boundary Drawing (and Site Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

## ATTACHMENT 1

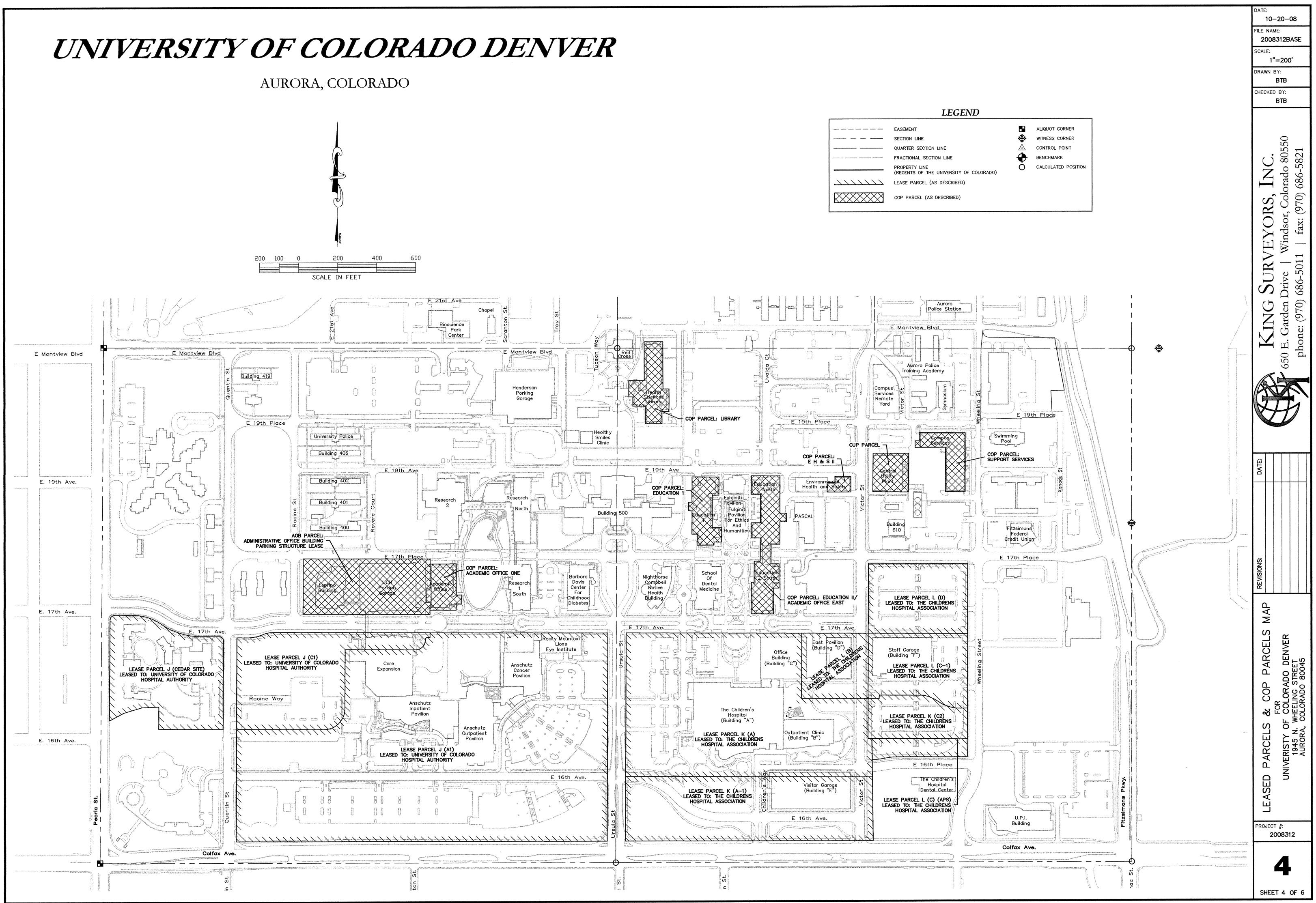
### ACS CLASSIFICATION AND AMC BOUNDARY SITE DRAWING AND SITE SURVEY DRAWINGS

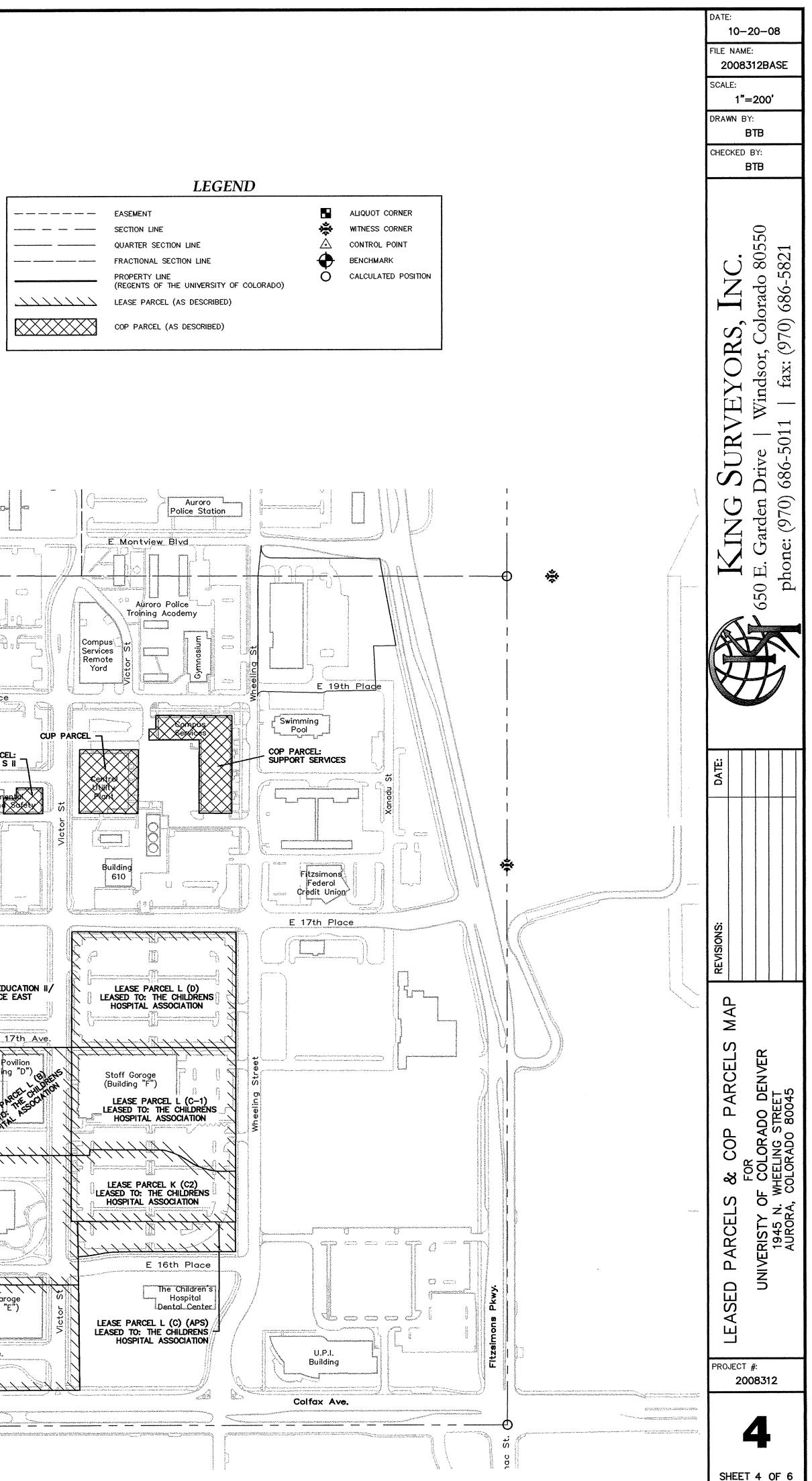


ATTACHMENT 1 - AMC ACS POTENTIAL SITE DRAWING



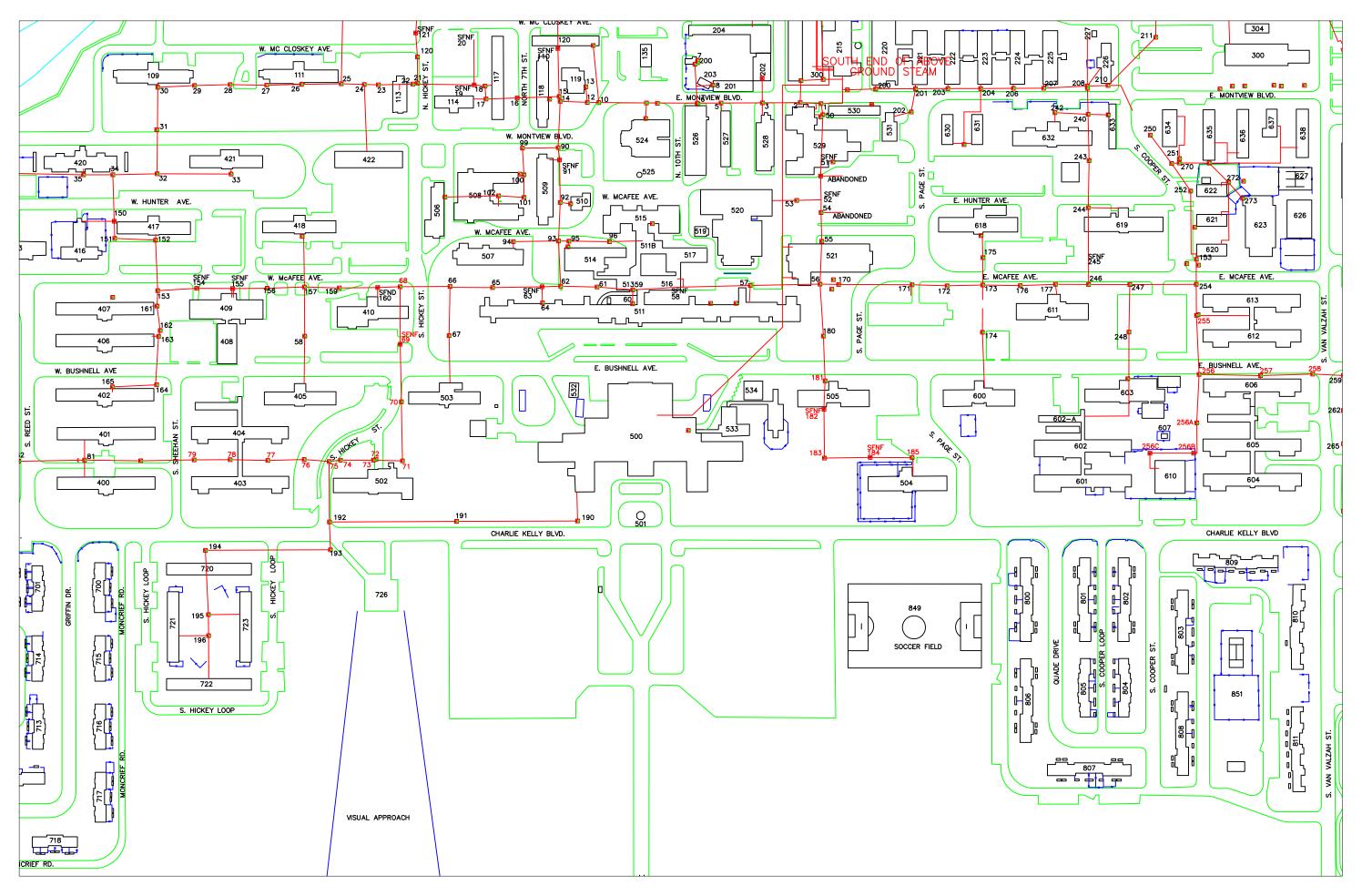
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### ATTACHMENT #2

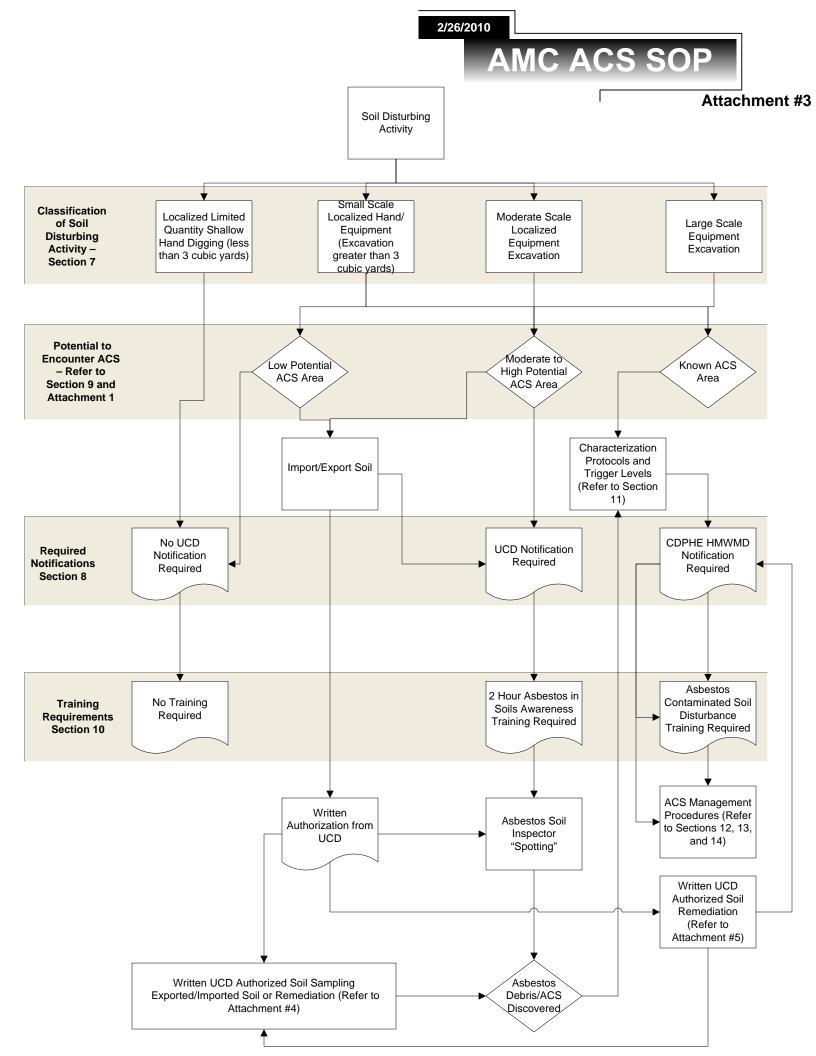
### HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING



ATTACHMENT 2 - FITZSIMONS HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING (UCD AREA)

### ATTACHMENT #3

### SOP FLOW CHART



# ATTACHMENT #4

# SOP SUPPLEMENTAL PROCEDURES SOIL SAMPLING AND ANALYSIS PLAN (SAP)

### General

- 1. Sample aliquots should be collected using a scooping device (stainless steel spoon or equivalent), and transferred to a composite sample container.
- 2. When all aliquots have been collected, the composite sample container should be sealed and labeled with a sample number unique to the boring from which the sample was collected. The sample should be homogenized by the laboratory prior to analysis.
- 3. A field sampling form or log book entry should be maintained for each sample. The form or log book entry should contain the location, date and time of each sample, a description of the type of and friability of any suspect material encountered, and any observations made during sample collection.
- 4. Proper chain-of-custody protocols should be followed for all samples collected.

### **Analytical Procedures**

1. Soil samples should be analyzed by PLM for bulk asbestos samples (Method – EPA/600/R-93/116). The samples should be homogenized by the laboratory prior to sample analysis.

### **Surface Soil Sampling**

- 1. Divide the area to be inspected into a grid, using stakes or paint to mark grid nodes. The area of each grid square will be determined based on the size of the site, and existing knowledge of the extent and concentration of surface asbestos;
- 2. Grids are (50' x 50') on an X and Y axis utilizing planned north with the south west corner of each grid being the reference point for each grid site wide. X axis designation is numerical and Y axis grid designation is alphabetical.
- 3. Each grid point is identified in the lower left (Southwest) corner with a 48" wood lathe with pink ribbon alpha numerically (i.e. B15, CA12).
- 4. Sub-grids (25' x 50') rectangle grids within each (50' x 50') grid are identified with pin flags alpha numerically (i.e. B15-1, CA12-2).
- 5. Where grids extend beyond a scope of work boundary and/or property boundary, this boundary will be designated with a string line to delineate scope in partial grids (where grids overlay on scope of work or property boundary).
- 6. Using flags, paint or GPS, mark locations of any suspected asbestos found;
- 7. Record locations of suspected asbestos found using a map, log or other documentation. The absence of asbestos in a grid square will also be documented;
- 8. Place suspected asbestos material in a sample bag, adequately wetting it prior to disturbing it; and record time and date, location and description of material collected.
- A composite aliquot soil sample will be collected within each sub-grid 1,250 square feet (25' x 50') by an asbestos soil inspector. The asbestos soil inspector will collect ten aliquots of surface soil (top 1 inch) within each sub-grid. Two sample aliquots will be collected from the southwest

quadrant, southeast quadrant, northwest quadrant, northeast quadrant, and the relative center of the sub-grid (totaling ten aliquots per sub-grid). A grid will be considered an asbestos contaminated soil grid where soil sampling data reports the presence of asbestos in any sub grid within that grid (thus progressive analysis may be used to create sample sets for each grid, with a positive stop used where analysis shows asbestos present (eliminating the need to analyze the second sub grid).

- 10. Samples will be placed in a sample jar, labeled, and location, time, date will be documented.
- 11. The sample will be homogenized at the laboratory;
- 12. Follow proper chain of custody protocols.

### Subsurface Soil Sampling - Borings

1. A composite sample should be collected from each soil boring. The sample should be made up of five (5) to ten (10) aliquots representative of the soil boring. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed.

#### Subsurface Soil Sampling – Potholes and Trenches

1. Collect a composite sample made up of five (5) to ten (10) aliquots representative of the soil encountered in the trench or pothole. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed. In addition, it may be warranted to collect separate samples from various strata, with aliquots collected from individual strata, to better characterize observed conditions.

### Informational Soil Samples for Imported/Exported Soil

 The asbestos soil inspector will collect composite samples comprised of 10-point aliquots from 10% of the total number of loads dumped (for imported soils) and/or loaded (for exported soils). Soils sampled for informational purposes shall be managed in an appropriate manner (stockpiled by day, area, etc) to allow appropriate management of soil based on soil sampling data. All soil samples will be submitted to an accredited laboratory for PLM analysis on a "rush" turnaround.

### Interpretation of Sampling Data

1. Samples reporting no asbestos detected shall be interpreted as non-ACS, and samples reporting the presence of asbestos shall be considered ACS.

# ATTACHMENT #5

# SOP SUPPLEMENTAL PROCEDURES REMEDIATION PLAN

Where the intent is to remediate (removal all visible debris and asbestos in soil to a concentration of no asbestos detected in the soil, based on soil sampling), the following supplement to the SOP provides specific remediation provisions.

The following provisions identified in Section 12 of the SOP shall apply to ACS surface soil remediation (soil removal, packaging, transportation and disposal) procedures:

- Notifications Planned Asbestos-contaminated Soil Disturbance
- Limited Quantity Discovery Management and Disposal
- Site Control, Demarcation, Fencing and Wind Screening
- Protection of Adjacent Structures
- Soil Wetting and Stabilization
- Dust and Emissions Control
- PPE
- Equipment/Engineering Controls
- Removal/Excavation
- Soil Stockpiling
- Wind and Work Stoppage Conditions
- Environmental Monitoring
- Personal Air Monitoring
- Truck/Container Staging/Lining and Waste Loading
- Waste Transportation and Disposal
- Personnel Decontamination
- Equipment Decontamination
- Final Inspection Procedures

All ACS identified based on visual characterization (extent and depth) of find, shall be removed plus an additional 12 inches of soil beyond the extent of find (EOF) and 12 additional inches beyond the depth of find (DOF) which identifies the 3-dimension box of soil removed under the remediation.

After removal to EOF and DOF based on visual and preliminary soil sampling data, post remediation "surface clearance" soil sampling will be conducted in accordance with the Soil Sampling and Analysis Plan (Attachment #4) of this SOP, on a grid by grid basis. Any grid reporting the presence of asbestos will be considered to have "failed" and will require removal of additional twelve (12) inches of soil, and the "clearance process will be repeated until "no asbestos detected" is reported for that grid, after which that grid will then have deemed to "pass". Once all grids in the delineated area have been characterized, remediated, and passed "clearance soil testing", the remediation action will be considered complete

# ATTACHMENT #6

# CDPHE HMWMD NOTIFICATION SUMMARY AND NOTIFICATION FORMS

#### Solid Waste Notification of the Discovery of Asbestos-contaminated Soil

#### **Program Description**

Asbestos-contaminated soil may be encountered during soil-disturbing activities like underground utility installation and property redevelopment. In some cases, asbestoscontaining material and/or asbestos-contaminated soils are known or suspected to be present on a property. In other cases, the site owner or operator may have no reason to know or suspect that they will encounter asbestos contamination during soildisturbing activities. All asbestos-contaminated soil and asbestos-containing materials that are disturbed must be properly managed and disposed of in order to prevent the release of asbestos fibers into the environment.

Reporting and management of disturbed asbestos-contaminated soil and asbestoscontaining material in soil may fall under either Air Quality Control Commission Regulation 8 Part B or the Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6 CCR 1007-2 Section 5. If the disturbed asbestos is part of a facility component (as defined by Air Regulation 8 Part B) where the total quantity of material exceeds the trigger levels of 260 linear feet on pipes, 160 square feet on other surfaces, or the volume to be removed is greater than the volume equivalent of a 55 gallon drum, then reporting and management will be overseen by the Air Pollution Control Division of the Department of Public Health and Environment. If the disturbed asbestos is not part of a facility component, reporting and management will be governed by the Solid Waste regulations.

#### Who Must Notify

The person who discovers or has knowledge of the discovery of asbestos-contaminated soil must notify the Division within 24 hours of the discovery of visible material containing asbestos in soil or asbestos-contaminated soil during a soil-disturbing activity. This includes the site owner and/or operator and their representative, contractor or consultant.

The site owner and/or operator or their representative, contractor or consultant must notify the Division at least 10-working days prior to any planned soil-disturbing activity in an area of known or suspected asbestos-contaminated soil or material containing asbestos in soil.

### **Notification Process**

In the case of an unplanned discovery of asbestos-contaminated soil during soildisturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received within 24 hours. The <u>24-hour notification</u> form can be found on the Internet or obtained from the Division.

In the case of planned asbestos-contaminated soil-disturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received at least 10-working days prior to any planned soil-disturbing

activities. The <u>10-day notification form</u> can be found on the Internet or obtained from the Division.

### **Approval of Management Plan**

A written Soil Characterization and Management Plan must also be submitted to the Division for review and approval at least 10-working days prior to any (additional) soil-disturbing activities. When asbestos-contaminated soil is unexpectedly encountered, appropriate immediate and interim actions must be taken to prevent release of and/or exposure to asbestos. Soil-disturbing activities cannot begin (or resume) until the Soil Characterization and Management Plan is approved.

To minimize potential delays, the site owner and/or operator may collaborate with the Division to jointly develop standard operating procedures that will be implemented as needed for all future asbestos-contaminated soil-disturbing activities. If a pre-approved plan is in place, soil-disturbing activities can proceed in accordance with these procedures once the Division has received appropriate notification.

### Fees

There are no fees associated with notification. The Division will collect fees for the review of the Soil Characterization and Management Plan and related documents and for the performance of oversight activities by the Division.

#### **Public Participation**

There are no public participation requirements associated with this notification.

### Guidance

(Draft) Asbestos-contaminated Soil Guidance Document

#### Forms

24-hour Notification of Unplanned Asbestos Discovery http://www.cdphe.state.co.us/hm/forms/asbestosnotification24hour.pdf 10-day Notification of Planned Asbestos Management http://www.cdphe.state.co.us/hm/forms/asbestosnotification10day.pdf

### **Statutes and Regulations**

CRS 30-20-100.5 et seq. Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 5 Control of Hazardous Air Pollutants, 5 CCR 1001-10, Regulation 8 Part B

### **Division Contact**

Customer Technical Assistance Telephone 303-692-3320 Toll-free 1-888-569-1831 ext 3320 Fax 303-759-5355 Email <u>comments.hmwmd@state.co.us</u> Web <u>www.cdphe.state.co.us/hm/</u>

### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

## 24 HOUR NOTIFICATION OF UNPLANNED ASBESTOS DISCOVERY

For 24-hour notification of the unplanned discovery of asbestos-contaminated soil, a completed a copy of this form should be faxed to 303-759-5355 Attn: Solid Waste Unit Leader, or emailed to <u>comments.hmwmd@state.co.us</u>. If the Hazardous Materials and Waste Management Division has not pre-approved standard operating procedures that will be implemented, you must then submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, you only need to submit a completed copy of this form.

The Soil Characterization and Management Plan should be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:						
Contact person for entity performing soil-disturbing activity:				Phone:	Ext:	
Organization, company or ag	gency:					
Address:						
City:			State:		Zip:	
Name of property owner/ope	erator or pr	coperty representatives	:			
Owner/operator contact (if d	lifferent):			Phone:	Ext:	
Address:				Fax:	1	
City:			State:		Zip:	
Discovery date:		Discovery time (incl	(include AM or PM):			
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:					
highway mile marker)	County:		City:		Zip:	
General Site Description:						
Activity resulting in discovery:						
Description of material encountered:						
Description of access or emissions controls implemented:						
Use the Division nue annua	ad standard	d procedures that will	ha implam	antad? Uvag	$\Box$ no	

Has the Division pre-approved standard procedures that will be implemented?  $\Box$  yes  $\Box$  no

If "no," implement interim actions and submit a Soil Characterization and Management Plan for Division review and approval.

#### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

# **10 DAY NOTIFICATION OF PLANNED ASBESTOS MANAGEMENT**

For notification of planned management of asbestos-contaminated soil, a completed copy of this form should be submitted to the Hazardous Materials and Waste Management Division at least 10 working days prior to any planned soil-disturbing activity. If the Division has not pre-approved standard operating procedures that will be implemented, you must also submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, then you only need to submit a completed copy of this form.

The form and plan can be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:				
Contact person for entity performing soil-disturbing activity:			Phone:	Ext:
Organization, company or ag	ency:			
Address:				
City:		State:		Zip:
Name of property owner/oper	ator or property representative:			
Owner/operator contact (if different):			Phone:	Ext:
Address:			Fax:	
City:		State:		Zip:
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:			
highway mile marker)	County:	City:		Zip:
General Site Description:				
Description of planned soil- disturbing activities:				
Description of material that will be disturbed:				
Has the Division pre-approved standard procedures that will be implemented?  Uses  no				
If "no," submit a Soil Characterization and Management Plan for Division review and approval.				

# STATE OF COLORADO

Bill Ritter, Jr., Governor Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Denver, Colorado 80246-1530 Phone (303) 692-2000 TDD Line (303) 691-7700 Located in Glendale, Colorado

Laboratory Services Division 8100 Lowry Blvd. Denver, Colorado 80230-6928 (303) 692-3090



Colorado Department of Public Health and Environment

http://www.cdphe.state.co.us

April 28, 2010

Mr. Ken Neeper Manager Infrastructure Development University of Colorado Denver Mail Stop F418 1945 North Wheeling Street Aurora, CO 80045

RE: Asbestos-Contaminated Soil (ASC) Management, Standard Operating Procedure (SOP) Document, University of Colorado Denver Anschutz Medical Campus, February 26, 2010

Dear Mr. Neeper,

The Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the "Division"), has received and reviewed the above referenced standard operating procedures for the proper management of asbestos-contaminated soils during soil disturbing activities at the Anschutz Medical Campus of the University of Colorado Denver. The Anschutz Medical Campus is located on the site of the former Fitzsimons Army medical Center in Aurora, Colorado. The Division has no additional comments and hereby approves the Anschutz Medical Campus ACS Management SOP Document.

If you have any further questions or comments please contact me at 303-692-3416 or via e-mail at jeffrey.swanson@state.co.us.

Sincerely,

Jeffrey R. Swanson, P.E. Federal Facilities Restoration and Reuse Unit Remedial Program

CC: Tom Butts, Walsh Environmental Scientists and Engineers Monica Sheets, CDPHE Rob Eber, AGO File Copy: RD007-13.1

#### SECTION 02 81 00 - TRANSPORTATION/DISPOSAL OF HAZARDOUS MATERIAL

#### PART 1 - GENERAL

- 1.1 SUMMARY
  - A. This section provides standards discovery, abatement, disposal, and worker protection for all hazardous materials including asbestos, lead, polychlorinated biphenyls (PCBs), mercury, radioactive materials, and mold.
  - B. All hazardous materials and waste must be managed and coordinated with Environmental Health and Safety (EHS) through the University Project Manager.

#### 1.2 REFERENCES

- A. Occupational Safety and Health Administration, 29 CFR 1926.1101, Asbestos.
- B. Occupational Safety and Health Administration, 29 CFR 1926.62, Lead Standard.
- C. Environmental Protection Agency, 40 CFR 763.120, Asbestos Worker Protection Rule.
- D. Environmental Protection Agency, 40 CFR 61, National Emissions Standards for Hazardous Air Pollutants.
- E. Environmental Protection Agency 40 CFR 261.24, Toxicity Characteristic
- F. Environmental Protection Agency, 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
- G. Environmental Protection Agency, 40 CFR 265, Interim Status Standards for Owners and Operators of Hazardous Waste Treatment Storage and Disposal Facilities.
- H. Code of Colorado Regulation Number 8 Control of Hazardous Air Pollutants, Part B Asbestos Control, 5 CCR 1001 – 10 Part B.
- I. Colorado Department of Public Health and Environment (CDPHE) Regulations Pertaining to Solid Waste Sites and Facilities, Section 5.5. Management of Asbestos-Contaminated Soil, 6 CCR 1007-2.
- J. Air Quality Control Commission (AQCC) Regulations 19 Lead-Based Paint Abatement.
- K. Asbestos-Contaminated Soil Management, Standard Operating Procedure Document, Version 1, February 26, 2010.

#### 1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Performance Requirements Asbestos
  - 1. Presence on Campus:
    - a. Asbestos is present in many building in and around the campus. Typical forms of asbestos containing materials (ACM) include pipe insulation, ceiling, wall, floor and roof materials.
    - b. Investigate every project where work will occur prior to soil disturbing activities to identify asbestos containing materials (ACM). The University Project Manager is responsible for coordinating and ensuring that an inspection or review of previous surveys and any required sampling be performed prior to finalizing the scope or work and associated budget.

- c. Include the cost of investigations, sampling, waste transportation, disposal and associated costs in the cost of the project.
- 2. Excavation Notifications: Required as described below prior to beginning soil disturbing activities.
  - a. Localized Limited Quantity Shallow Hand Digging No notification required.
  - b. Small Scale Localized Hand/Equipment Excavation No notification required.
  - c. Moderate Scale Localized Equipment Excavation Notification to the University.
  - d. Large Scale Equipment Excavation Notification to the University.
- 3. Discovery of Asbestos:
  - a. Notify contractors and the University Project Manager via project documents to stop work when asbestos is encountered or thought to be encountered. It is the responsibility of the University Project Manager to decide what type of action will follow, in consultation with the University's EHS Department.
- 4. Asbestos Removal:
  - a. Perform any asbestos removal (abatement), repair, encapsulation or spill clean-up in accordance with the above referenced regulatory standards.
  - b. Utilize qualified and trained personnel for abatement design and removal in accordance with the above referenced regulatory standards.
- 5. Asbestos Containing Waste
  - a. Follow the University asbestos waste disposal guidelines and Environmental Protection Agency regulations for disposal of asbestos generated at each project.
- B. Performance Requirements Lead

1.

- Presence on Campus:
  - a. Typical forms of lead containing materials (LCM) include paint, lead shielding materials, electronic equipment, and piping (sink traps).
  - b. Consult with EHS through the University Project Manager to determine when LCM investigation is required. The University Project Manager is responsible for coordinating and ensuring that an inspection or review of previous surveys and any required sampling be performed prior to finalizing the scope or work and associated budget.
  - c. Include the cost of investigations, sampling, waste transportation, disposal and associated costs in the cost of the project.
- 2. Discovery of Lead:
  - a. Suspect LCM at all painted surfaces of older campus buildings, brick, and walls and floors in rooms designated (or previously designated) for radiography.
  - b. Notify contractors and the University Project Manager via project documents when lead is encountered or thought to be encountered. It is the responsibility of the University Project Manager to consult with EHS to decide what type of action will follow.
- 3. Lead Renovation:
  - a. Perform any renovation of lead containing materials, repair, encapsulation or clean-up in accordance with the above referenced regulatory standards.
  - b. Utilize qualified and trained personnel for renovation in accordance with the above referenced regulatory standards.
- 4. Handling of Lead Waste:
  - a. Coordinate with EHS through the University Project Manager.
  - b. Include all costs associated with handling of lead waste in the Project Cost.

#### 1.4 SUBMITTALS

- A. Abatement Specifications:
  - 1. Provide a certified asbestos project manager on all asbestos abatement projects in which the amount of friable asbestos material to be abated exceeds 1000 linear feet on pipes or 3000 square feet on other surfaces.
  - 2. The certified asbestos project manager must prepare and approve written abatement specifications.
  - 3. Coordinate with the University EHS Department for additional requirements per project.

University of Colorado Denver | Anschutz Medical Campus Guidelines and Design Standards

- B. Asbestos Waste Manifests:
  - 1. Prepare hazardous waste manifests for all asbestos waste shipments associated with University asbestos related projects. Submit copies and originals of these manifests in sequential (numerical) order to the University.
- PART 2 PRODUCTS (Not Applicable)
- PART 3 EXECUTION (Not Applicable)

#### PART 4 - ILLUSTRATIONS

- A. Asbestos-Contaminated Soil Management, Standard Operating Procedure Document, Version 1, February 26, 2010.
  - 1. Coordinate with the University Project Manager for attachments.

# ASBESTOS-CONTAMINATED SOIL MANAGEMENT

# STANDARD OPERATING PROCDURE DOCUMENT

# UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS

Prepared for



University of Colorado Denver



February 26, 2010

# **≜**Walsh

WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC 4888 Pearl East Circle, Suite 108 Boulder, Colorado 80301 (303) 443-3282

Project Number: 4299-630

# UNIVERSITY OF COLORADO DENVER ANSCHUTZ MEDICAL CAMPUS (AMC) ASBESTOS-CONTAMINATED SOIL MANAGEMENT STANDARD OPERATING PROCEDURE DOCUMENT

February 26, 2010

Prepared for:

University of Colorado Denver Anschutz Medical Campus

Jom M Butto

Prepared by:

Tom Butts State of Colorado Certified Asbestos Project Designer

Submitted by WALSH ENVIRONMENTAL SCIENTISTS AND ENGINEERS, LLC 4888 Pearl East Circle, Suite 108 Boulder, Colorado 80301 (303) 443-3282

WALSH Project Number: 4299-630

# **DISTRIBUTION LIST**

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# University of Colorado Anschutz Medical Campus Asbestos-Contaminated Soil Management Standard Operating Procedure Document

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Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

# 1 Purpose

This Standard Operating Procedure (SOP) document provides written standard operating procedures that are the minimum requirements for the proper training, handling, packaging, and disposal of asbestos-contaminated soil (ACS) during soil disturbing activities at the Anschutz Medical Campus (AMC) of the University of Colorado Denver (UCD). This SOP document provides specific procedures for the "**management**" of asbestos contaminated soil to remove only that asbestos contaminated soil, necessary to perform the work. Where "**remediation**" is intended to remove the full extent and depth of asbestos contaminated soil for a specific area, refer to the attached *Soil Sampling and Analysis* procedures provided as a supplement to this SOP in Attachment #4 and *Remediation* procedures provided as a supplement to this SOP in Attachment #5 of this document. The SOP was prepared for CDPHE review and approval to allow AMC to use this SOP for management of the discovered ACS rather than preparing a site specific soil characterization and management plan (SCMP) each time ACS is discovered at ACM. This document is intended for use by those directly involved with soil disturbing activities on the campus, and those who provide management/supervision of these soil disturbing activities.

UCD AMC is part of the University of Colorado and is a 227-acre campus devoted to biomedical education, patient care, and drug development is located in Aurora, Colorado on the site of the former Fitzsimons Army Medical Center. The campus is located on the north side of Colfax Avenue, between Peoria Street and Fitzsimons Parkway.

# 2 Scope

The procedures provided in this document shall apply to all personnel and all activities involved with the disturbance of soil known to contain asbestos material or soil that may reasonably be considered to contain asbestos material.

Organization	Role/Responsibility	Contact Information
UCD – Facilities Management	Project Management	Ken Neeper, Manager Infrastructure Development,
		Phone: 303.724.0249 Email: <u>Ken.Neeper@UCDenver.edu</u>
UCD – Environmental Health	Environmental Compliance – Health and	Christina Aguilera
and Safety Division	Safety	Phone: 303.724.0242 Email: <u>Christina.Aguilera@ucdenver.edu</u>
CDPHE HMWMD	Regulatory Agency	Jeff Swanson – Remediation and Restoration Unit – Federal Facilities Program Phone: 303.692.3416 jrswanso@cdphe.state.co.us
Non-ACS Excavation Contractor	As needed excavation of non-ACS soil in accordance with this plan	To be determined as needed
ACS Excavation Contractor	As needed removal of ACS in accordance with this SOP	To be determined as needed
ACS Consultant	As needed ACS Consulting (soil characterization, remediation oversight, soil spotting, air monitoring)	To be determined as needed

# **3** Primary Contacts, Roles and Responsibilities

# 4 Definitions and Abbreviations

#### 4.1 Abbreviations

ACM ACS AMC AMS CDPHE GIS GPS MPH NESHAP NIOSH OSHA PCM PLM PDE	Asbestos-containing materials Asbestos-contaminated soil Anschutz Medical Campus Asbestos Air Monitoring Specialist, CDPHE Certified Colorado Department of Public Health and Environment Geographic information system Geographic positioning system Miles per hour National Emissions Standards for Hazardous Air Pollutants National Institute of Occupational Safety and Health Occupational Safety and Health Administration Phase Contract Microscope Polarized Light Microscopy Daragnal Protective Equipment
PLM	Polarized Light Microscopy
PPE	Personal Protective Equipment
SOP	Standard Operating Procedure

### 4.2 Definitions

"Air Monitoring Specialist" means a person who performs air monitoring referred to in this guidance and who is certified to perform air monitoring in accordance with Air Regulation No. 8, Part B.

**Asbestos Soil Inspector** means a person certified in accordance with Air Regulation No. 8, Part B, to perform asbestos inspection and sampling, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections.

"Asbestos Supervisor" means a person who has been certified as an asbestos Supervisor in accordance with Air Regulation No. 8, Part B.

"Asbestos Project Designer" or "Project Designer" means a person who has been certified as an asbestos Project Designer in accordance with Air Regulation No. 8, Part B.

"Adequately wet" means sufficiently mix or penetrate with liquid to completely prevent the release of particulate material and fibers into the ambient air. If visible emissions are observed coming from asbestos-contaminated soil or asbestos-containing material, then the material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet. Guidance on determining when a material is adequately wet can be found in EPA's *Asbestos NESHAP Adequately Wet Guidance*, EPA 340/1-90-019 (December 1990).

"Asbestos" means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), amosite (cummingtonite-grunerite), anthophyllite, and actinolite-tremolite.

"Asbestos-contaminated soil" means soil containing any amount of asbestos.

"Asbestos waste" means any asbestos-containing material whether it contains friable or nonfriable asbestos, that is not intended for further use. This term includes but is not limited to asbestos mill tailings, asbestos from pollution control devices, and containers that contain asbestos.

"Asbestos-containing material" means any material that contains more than one percent (1%) asbestos by weight, area or volume.

"Consultant" refers to entity contracted to perform training, inspections, and air monitoring related to soil disturbing activities in accordance with the SOP.

"Contractor" refers to entity contracted to perform soil disturbing activities in accordance with the SOP.

**"Facility Component"** means any component associated with a structure, installation, or building and includes buried utilities, tanks, structures or other installations.

**"Friable"** means that the material, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously nonfriable material after such previously nonfriable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

"Leak tight" means that solids, liquids, or gases cannot escape or spill out. It also means dust tight.

"Mechanical" means operated or produced by mechanism or machine. This may include, but shall not be limited to, an excavator, backhoe, grader, tiller, auger, or hand shovel.

"Nonfriable" means material which, when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.

"**Remediation**" or "**Remediate**" means a cleanup or removal to prevent or minimize the possible current or future release of hazardous substances to prevent an unacceptable threat to present or future public health, welfare or the environment.

**"Site"** or **"solid waste disposal site"** means the location for a facility chosen based upon geologic, hydrogeologic and operational considerations. For the purpose of Section 5.5 of the Solid Waste Regulations "site" means the area or areas where soil-disturbing activities are occurring or will occur.

"Soil-disturbing activities" means excavation, grading, tilling, or any other mechanical activity used to disturb the soil.

"Visible emissions" means any emissions which are visually detectable without the aid of instruments, coming from material containing asbestos, asbestos waste, asbestos-contaminated soil, or from handling and disposal of asbestos waste, material containing asbestos or asbestos-contaminated soil.

"Work Area" means the area where soil disturbing activities are occurring. For asbestos contaminated soil disturbance, Work Area also means the regulated/controlled area boundary.

# **5** Disclosure due to Potential to Encounter ACS

The Anschutz Medical Campus (AMC) formerly the Fitzsimons Army Medical Center contained numerous buildings, some of which had been demolished and buried by the Army prior to property transfer to UCD. During development of the site by UCD, buried asbestos-containing materials located on building components (primarily direct buried steam lines, etc) and areas of asbestos-contaminated soil (asbestos debris in soil from prior building demolition, etc) have been discovered on the site. Based on excavation activities to date, these occurrences can be characterized as localized. Based on historical findings, the potential to encounter ACS on the AMC campus fall into one of the three following categories:

- 1. **Known ACS Area** An area that is classified as having known ACS is one that has confirmed asbestoscontaining material in the soil identified either from subsurface intrusive investigation, or from visual observation on the surface, in sidewalls, embankments, etc. This excavation is conducted by properly trained personnel in accordance with the provisions of this SOP.
- 2. Moderate to High Potential ACS Area- An area that is classified as having a moderate potential for encountering ACS is one based on historical review that asbestos material may be encountered in the soil where non-suspect construction debris has been observed historically, including wood, concrete, brick and metal components. An area that is classified as having a high potential for encountering ACS is one based on historical review that suspect asbestos material is likely to be encountered in the soil where suspect asbestos construction debris has been observed historically. Areas of Moderate to High Potential for encountering ACS may necessitate additional characterization using surface and subsurface visual inspection methods. For areas of Moderate to High Potential ACS, soil excavation activities shall be observed by an asbestos building inspector with 6 months asbestos in soil experience (asbestos soil inspector). For areas of Moderate to High Potential ACS "On-the-job" ACS awareness training shall be provided to workers directly involved with soil-disturbing activities.
- 3. Low Potential ACS Area- An area that is classified as having a low potential for encountering ACS is one in which historical review does not identify buildings or structures that previously existed at the site, utility corridors, other waste materials, or other indications that asbestos may exist on the site. A site classified as

having a low potential for encountering ACS would not be a "reason to believe that visible asbestos may be encountered." Sites with a low potential for encountering ACS would not necessitate additional characterization, spotting, "on-the-job" awareness training, or other special provisions. However, if construction debris or potential ACM is encountered during the course of soil disturbance, then the area would become a moderate to high potential ACS area and will be subject to awareness training, soil spotting and other provisions as described in this SOP.

Asbestos debris in soil at AMC can consist of friable asbestos debris (pipe insulation, etc), nonfriable asbestos debris (floor tile and cement asbestos sheet used on roofs, etc), or a combination of both. Asbestos debris may be limited to a few small pieces that are removed under limited quantity discovery" procedures, or may be in a more extensive "debris field" that will be removed under "significant discovery procedures" as described in Sections 11 and 12 of this SOP.

Upon the discovery of any suspected construction debris material, the contractor shall immediately stop excavation activities in that area, and notify the UCD project manager so the condition can be inspected to determine if asbestos contaminated soil is present. These determinations will be made by an asbestos soil inspector which is an EPA accredited and CDPHE certified asbestos building inspector with 6 months soil inspection experience. Where asbestos contaminated soil is identified, this material shall be removed by a qualified contractor with properly trained personnel, in accordance with applicable regulations and procedures described in this SOP.

# 6 Regulatory Summary and Regulatory References

# 6.1 CDPHE Hazardous Materials Waste Management Division (HMWMD) – "Asbestos Contaminated Soils" not associated with the "Built Environment"

To address asbestos in soil, the Colorado Department of Public Health and Environment's Hazardous Materials and Waste Management Division (HMWMD) has established specific management requirements for asbestos-contaminated soil under Section 5.5 of the Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2). Disposal of ACM, and work done in asbestos-contaminated soil (ACS), must comply with this regulation. The requirements of Section 5.5 of the Solid Waste Regulations apply to the owner or operator of any property with asbestos-contaminated soil at which soil-disturbing activities are occurring or planned for any area containing asbestos-contaminated soil. The requirements of Section 5.5 are triggered when the owner or operator has reason to believe or suspect the presence of asbestoscontaminated soil at a site, (through confirmation by analysis of observed material that is suspected of containing asbestos), or has reason to believe or suspects that visible asbestos will be encountered. An owner or operator that has no reason to know of or suspect asbestoscontaminated soil at a site does not have a duty to sample or otherwise investigate for asbestoscontaminated soil prior to commencing excavation, or other soil disturbing activities, at the site. It is important to understand that there is no language in the Solid Waste Regulations that requires an owner or operator to perform soil-disturbing activities, or to remediate asbestos-The regulations include specific requirements that apply if asbestoscontaminated soil. contaminated soil is disturbed or will be disturbed.

To supplement the regulation, CDPHE developed a guidance document intended to provide direction to contractors, consultants and property owners who are involved in soil disturbing activities in areas with known or suspected asbestos-contaminated soil, or where asbestos-contaminated soil is discovered. The guidance is meant to assist in compliance with the Solid Waste Regulations, and where applicable, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B - Asbestos).

# CDPHE Solid Waste Regulations identify two methods for addressing ACS, **Management** and **Remediation**.

- 1. **Management** is the removal of only that asbestos-contaminated soil necessary to perform the work, without the intent to remove additional soil outside the scope, even where observed. Management of soil in place is included under this activity. Under management, post removal soil sampling is recommended but not required for soil management actions.
- 2. **Remediation** is the planned removal of all asbestos-contaminated soil, removing soil beyond a particular scope of work to remove visible and analytical documented presence of asbestos. Under remediation, clearance soil sampling is required.

Both Management and Remediation approaches require CDPHE approval of a site specific soils work plan or a standard operating procedures (SOP) plan.

Remediation would be the appropriate action where a "No Further Action" letter is sought from CDPHE, or where a consent order has been issued by CDPHE, or when "closure" documentation is desired, as Management is the more accepted cost effective option to address soil contamination where this "No Further Action" is not required.

Remediation of asbestos-contaminated soil is not required under the Solid Waste Regulations, but may be conducted in accordance with Section 5.5.5 of the Regulations. It should also be noted that sampling of asbestos-contaminated soil is not required under Section 5.5 of the Solid Waste Regulations; however, the information that can be gained from sampling may be beneficial for many projects. In addition, when conducting remediation required by CDPHE (consent order, etc), sampling may be necessary to demonstrate that cleanup objectives have been met. Remediation will only be conducted at AMC where it is the intent to remediate and/or receive a no further action letter.

In accordance with Section 5.5.2 of the Solid Waste Regulations, the following projects are exempt from the requirements of Section 5.5 of the Solid Waste Regulations, but may be subject to other sections of the Solid Waste Regulations or other regulatory programs:

- 1. In situations where the soil contains solely nonfriable material containing asbestos, that has not been rendered friable, the nonfriable material can be removed from the soil and properly disposed in accordance with Section 5.2 of the Solid Waste Regulations. The surrounding soil would not be considered to be asbestos-contaminated soil, and therefore would not be subject to the requirements of Section 5.5 of the Solid Waste Regulations. The determination that a material is nonfriable must be made by an asbestos Building Inspector who has been certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil inspections (see Section 8.3Worker Training).
- 2. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to asbestos abatement of facility components (including pipes, ducts and boilers) conducted in accordance with AQCC Regulation

No. 8, Part B. However, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.

- 3. The requirements of Section 5.5 of the Solid Waste Regulations do not apply to spill response activities that are subject to the requirements of AQCC Regulation No. 8, Part B. As above, disposal of asbestos must still comply with Sections 5.1 through 5.4 of the Solid Waste Regulations.
- 4. Ambient occurrences of asbestos that are not due to site-specific activities. Ambient occurrences of asbestos may include, but are not limited to, naturally occurring asbestos or the distribution of asbestos from normal wear of automotive products.
- 5. Projects involving excavations with a total volume of less than 1 cubic yard of soil using low-emission excavation methods such as hand held tools or light equipment.

The exemption for asbestos abatement projects conducted under AQCC Regulation No. 8, Part B, includes asbestos debris that may come into contact with soil during demolition of structures with asbestos-containing materials and materials containing trace amounts of asbestos (including trace soil in crawlspaces, loose fill vermiculite, etc) that can legally remain during demolition and be disposed of as normal demolition debris. Any asbestos debris left behind after the completion of a demolition project and associated site cleanup, would be subject to the requirements of Section 5.5 of the Solid Waste Regulations if disturbed in the future.

### **6.2 EPA, OSHA DOT and CDPHE Air Pollution Control Division (APCD)** *"Asbestos/Asbestos Contaminated Soils" associated with the "Built Environment"*

The Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA) and the Colorado Department of Public Health and Environment (CDPHE) define asbestos-containing material (ACM) as any material containing greater than 1% asbestos as asbestos-containing material. EPA, OSHA and CDPHE define *friable* materials as those materials that can be crumbled or reduced to powder by hand pressure, whereas nonfriable materials cannot. Friable materials are more likely to be released into the air, especially during renovation and demolition of the building. Under EPA and CDPHE regulations, certain types of nonfriable materials (such as tar impregnated roofing and vinyl asbestos floor tile) may remain during normal demolition (provided these materials remain nonfriable during the demolition process) and also may be disposed of as normal demolition debris. In addition drywall joint compound that contains greater than 1% asbestos may remain in a building for demolition and disposal as normal demolition debris provided the joint compound was not used as a surfacing material and the composite result of the drywall and joint compound reported less than 1% asbestos. Additionally, materials containing trace to 1% are not subject to EPA and CDPHE regulations and may remain in a building during demolition and may be disposed of as normal demolition debris. Under these provisions, it is common for asbestos to remain in a building for demolition and for subsequent disposal as normal demolition debris.

ACM is subject to the EPA National Emissions Standards for Hazardous Air Pollutants (NESHAPs) Regulations for Asbestos (40 CFR Part 61) which includes specific provisions for renovation and demolition projects pertaining to the "built" environment, and disposal of asbestos-containing waste material. ACM is subject to the EPA Toxic Substances Control Act (TSCA) which includes provisions for training and certification for asbestos remediation and consulting activities. The CDPHE is presently responsible for administering the EPA NESHAP and TSCA program for Colorado.

ACM is subject to OSHA Construction Industry Standard for Asbestos (29 CFR Parts 1910.1101). Materials containing 1% or less asbestos may be subject to OSHA regulations under certain classes of work activity, or if air concentrations are at or above the personal exposure limit (PEL) of 0.1 f/cc or the excursion limit of 1.0 f/cc. The OSHA asbestos standard includes provision for hazard communication, training, exposure assessment, respiratory protection, engineering controls, medical evaluations, and other provisions.

ACM is subject to Department of Transportation (DOT) regulations for packaging, labeling and transportation of asbestos under 49 CFR Part 173.

ACM is subject to applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. The term **Abatement** is defined by the CDPHE under the Air Pollution Control Division Regulation 8, and includes the removal of asbestos-containing materials covering facility components, which includes discovery wrapped steam line found below grade, transite<sup>®</sup> water pipe, or an abandoned buried boiler covered with asbestos. Removal of asbestos in soil associated with facility components would be subject to the requirements under CDPHE Air Pollution Regulation 8, including contractor licensing, worker certifications, permitting, etc.

- 1. Removal of asbestos-containing material on a facility component, that is located on or in soil that will be disturbed, shall be conducted (as stipulated under Section 5.5 of the Solid Waste Regulations), in accordance with work practices in AQCC Regulation No. 8, Part B, Section III.O, but is not subject to the permit requirements of AQCC Regulation No. 8, Part B, as long as the total quantity of asbestos-containing material is below the following trigger levels:
  - a) 260 linear feet on pipes,
  - b) 160 square feet on other surfaces, or
  - c) The volume equivalent of a 55-gallon drum.
- 2. Removal of asbestos-containing material on a facility component with asbestos quantities above the trigger levels is subject to the notification, permit, and abatement requirements of AQCC Regulation No. 8, Part B, and is therefore outside the scope of Section 5.5 of the Solid Waste Regulations, as provided in Section 5.5.2(B) of the regulations.
- 3. Removal of pieces of asbestos-containing material, that are not on a facility component, and are located on or in soil that will be disturbed, shall be conducted under Section 5.5 of the Solid Waste Regulations, in accordance with work practices in AQCC Regulation No. 8 Part B, Section III.O. The removal activities would not be subject to the permit requirements of AQCC Regulation No. 8, Part B.

Under EPA NESHAPs/CDPHE APCD regulations, the primary consideration under this SOP is adherence to CDPHE APCD Regulation 8 requirements for the discovery of asbestos-containing materials on buried facility components such as piping, boilers, etc and the proper removal in accordance with the EPA NESHAPs and CDPHE APCD regulations. Under CDPHE APCD regulations, secondary consideration under this SOP is the proper removal of all construction debris including nonfriable materials allowed to remain during demolition, asbestos-containing joint compound (where composite result reported less than 1%) and trace-1% asbestos materials. Where demolition debris is allowed to remain after demolition activities have been completed, any presence of asbestos in the soil would then be subject to the CDPHE HMWD ACS regulations. This issue is addressed in more detail in Section 13 (Special Considerations) of this SOP.

All work on asbestos-containing materials (ACM) must comply with the applicable requirements of EPA, OSHA, DOT and CDPHE APCD asbestos regulations.

#### 6.3 References

- CDPHE. 2006. Asbestos-Contaminated Soil Guidance Document. Prepared in draft form April 2006 by the Hazardous Materials and Waste Management Division.
- CDPHE. 2006. Asbestos-Contaminated Soil Regulations. Section 5.5 of the Hazardous Materials and Waste Management Division's Regulations Pertaining to Solid Waste Disposal Sites and Facilities
- CDPHE. 2008, Air Quality Control Commission Regulation No. 8, Part B (5 CCR 1001-10, Part B Asbestos).
- OSHA. Construction Industry Standards for Asbestos. 29 CFR 1926.1101

# 7 Classification of Types of Soil Disturbing Activities

The following are the classifications of soil disturbing activities under this SOP.

- 1. "Localized Limited Quantity Shallow Hand Digging- This covers localized limited quantity (less than 1 cubic yard of soil) shallow hand digging from surface to 24 inches in depth, that is typical in the normal day-to-day operations of the campus, including sprinkler repair, planting shrubs and small potted plants, and installing fence posts/signs, etc.
- 2. "Small Scale" Localized Hand/Equipment Excavation- This covers deeper (greater than 24 inches) localized excavation generating greater than 1 cubic yard of soil, and includes hand digging or small/light equipment (backhoe, mini excavator, tree planters, min-excavators, and hole drilling augers, etc) for minor utility repair, tree planning, etc. With these types of excavations, the work is a very short (day duration), and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation.
- 3. "Moderate Scale" Localized Equipment Excavation This covers larger scale "localized" excavations that involve trenching or pothole excavation typically to install or repair buried utilities. With these types of excavations, the work is a is short to moderate duration (days to weeks), is conducted with a moderate sized "back-hoe" or excavator" and the soil is typically deposited in the same location from which it is removed, and is not typically subject to relocation. An example of this would be utility corridor trenching.
- 4. "Large Scale" Equipment Excavation This covers largest scale excavations that involve mass excavation of a site, usually for building construction or other site development purposes. With these types of excavations, the work is a moderate to long duration (weeks to months), is conducted with large excavators, scrapers, front end loaders, etc, and the soil is typically subject to relocation on and off-site, with potential for additional soil import, depending on final grade requirements. An example of this would be "mass excavation" performed for construction of a new building.

# 8 Excavation Notifications

The following table summarized the types of **notifications required prior to conducting soil disturbing activities**.

	Low Potential ACS condition	Moderate to High Potential ACS condition	Known ACS condition
Localized Limited Quantity (less than 3 cubic yards) Shallow Hand Digging (less than 24 inches in depth for sprinkler repair, shrub/planting small potted plants, installing fence posts/signs etc	No notification required	No notification required	No notification required
Localized Small Scale Hand/Equipment Excavation more than 3 cubic yards and greater than 24 inches in depth (minor utility repair, tree planning, etc)	No notification required	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Moderate Scale Localized Equipment Excavation (utility trenching)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start
Large Scale Equipment Excavation (mass excavation)	Notification to UCD prior to start	Notification to UCD prior to start	Notification to UCD and CDPHE prior to start

CDPHE will be notified within 24 hours of an unexpected ACS and/or ACM discovery. CDPHE will be notified at least 10-days prior to any planned soil-disturbing activity in areas of known ACS and/or ACM. The HMWMD can be notified by using the Notification Form attached to this plan, and emailed to CDPHE contact identified in Section 3 of this SOP. If ACS is encountered and an area reclassified as "known ACS condition" that CDPHE will be notified prior to start or re-start of work.

Additional notification shall be provided to UCD if construction debris is encountered in areas determined to be low potential ACS condition. Notification to UCD includes notification to UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contacts as provided in Section 3 of this SOP. The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project. For emergency repair projects to utilities, etc, notification will be provided to CDPHE by the next business day.

# 9 Excavation Planning

Prior to performing any soil disturbance activities, those persons performing the soil disturbing activity shall check the AMC ACS Asbestos Contaminated Soils Classification Site Drawing (Attachment #1) to determine the classified ACS condition for the area where soil disturbing activities will occur. Comply with notification, training and work procedures provisions of this document based on the classified condition for the area where excavation will occur which will be classified into one of the following three categories:

- *Low Potential* ACS Condition (areas shaded *green*)
- Moderate to High Potential ACS Condition (areas shaded yellow)
- Known ACS Condition (shaded coded red)

The following soil spotting activities will be utilized during all excavation activities for moderate to large scale excavation activities when moderate to high potential ACS conditions exist:

- 1. All surface work areas will be pre-inspected by the asbestos soil inspector prior to commencement of soil disturbance activities.
- 2. Excavation Area: conduct a subsurface visual inspection for asbestos material during excavation. The asbestos soil inspector will inspect all areas of the excavation as removal of soil proceeds, and will inspect the bottom of the excavation for visible ACM.
- 3. Stockpile and Backfill Areas: closely inspect stockpiled area as soil is dumped/piled.

Where ACS is identified and impacted by planned excavation, the characterization, removal and disposal of contaminated soil shall be conducted in accordance with the provisions of this SOP. Once the asbestos soil inspector has delineated the ACS boundaries (depth and extent through visual inspection characterization protocols as provided in Section 11 of this SOP), the Contractor may continue excavation in other non-ACS areas with continued spotting by an asbestos soil inspector.

For localized limited quantity (less than 1 cubic yard) shallow (less than 24 inches) hand digging for normal day-to-day operations, including sprinkler maintenance, installation of signs/posts, planting of small plants and shrubs, etc, these activities are exempt from this SOP since these activities typically occur in newly constructed areas with shallow digging occurring in the top fill layer placed during new construction, which has a low potential to contain asbestos debris, and less than 1 cubic yard by hand-digging is exempted under CDPHE HMWMD regulations. Notification shall be provided to UCD if construction debris is encountered under these exempted activities.

For additional planning purposes and as a reference, an historical site map is provided in Attachment #2 that shows the building and steam tunnel locations for the former Fitzsimons Army Medical Center. Attachment #3 contains a flow chart that summarizes the key components of this SOP document.

# **10 Training Requirements**

## 10.1 SOP circulation

The following entities/persons involved with soil disturbing activities shall be provided a copy of this SOP prior to performing work.

- 1. Those performing soil disturbing activities in areas with moderate to high potential to encounter ACS
- 2. Those providing awareness soil training
- 3. Those providing soil inspection or soil spotting activities during normal excavation activities.
- 4. Those performing soil disturbing activities in a known ACS condition area
- 5. Those providing air monitoring and inspection associated with soil disturbing activities in a known ACS condition area.

### **10.2 Awareness Training**

For areas with *moderate to high* potential to encounter ACS, all those persons involved with the excavation regardless of size shall be provided on the job hazard communication awareness (awareness) training for those individuals associated with the soil disturbing activities as follows:

"On-the-job" asbestos soils awareness training as defined in Section 5.5.6 of the Solid Waste Regulations will be provided to workers directly involved in soil-disturbing activities on sites where there is known ACS or a "reason to believe" ACS may be encountered. The training will address such topics as history and background of asbestos, identifying types of asbestos, health effects, engineering controls, and actions to take when suspect asbestos materials are encountered. The training will be conducted with oversight and curriculum development by an asbestos building inspector, asbestos supervisor or project designer.

The awareness training must provide information necessary for the individuals to perform their duties in a way that ensures compliance with the requirements of Section 5.5 of the Solid Waste Regulations. The training must be conducted by an Asbestos Supervisor, Building Inspector or Project Designer, certified in accordance with AQCC Regulation No. 8, Part B, and who has a minimum of six (6) months experience in asbestos-contaminated soil management.

### 10.3 ACS Soil Disturbance Training

For **moderate to large scale excavation** activities in areas with **known ACS**, provide on the job hazard communication awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities (current EPA Asbestos Supervisor Certification)
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (EPA Asbestos Supervisor/Worker training is recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

This training requirement applies to equipment operators but is not required for drivers of trucks carrying contaminated material for disposal to approved landfills. Drivers are only required to complete the awareness training.

For **Small Scale excavation** activities with **known ACS**, provide awareness training for those individuals associated with the soil disturbing activities. In addition personnel overseeing, directing, inspecting and/or handling asbestos or asbestos-contaminated soil during small scale soil excavation activities shall have the following minimum training and certifications:

- 1. At least one (1) trained supervisor (competent person) shall be on site during excavation activities.
- 2. CDPHE HMWMD training required for persons performing asbestos-contaminated soil disturbing activities including on the job asbestos contaminated soil awareness training and training in accordance with OSHA standard 1926.1101 (k) (9) (vii) for those performing soil disturbing activities in an area with asbestos waste or asbestos contaminated soil (Training Equivalent with OSHA Class III training for "small scale short duration" activities that will disturb asbestos recommended).
- 3. A current annual physical with medical release / respirator usage form and respirator fit test.

### **10.4 ACS Inspection and Air Monitoring Training**

Individuals performing soil inspection and identification of asbestos in soil must have a current asbestos Building Inspector certification in accordance with AQCC Regulation No. 8, Part B, and must have a minimum of six (6) months experience conducting asbestos-contaminated soil inspections. Individuals with this level of training and experience are referred to in this SOP as "asbestos soil inspectors".

Individuals preparing and signing Soil Characterization and Management Plans must have a current Asbestos Project Designer certification in accordance with AQCC Regulation No. 8, Part B.

Individuals performing asbestos air monitoring associated with asbestos-contaminated soil disturbing activities must have a current Air Monitoring Specialist certification in accordance with AQCC Regulation No. 8, Part B

### **10.5 Additional Considerations**

In addition, individuals with the potential for exposure to asbestos fibers should be trained in the proper usage of personal protective equipment and have a current annual physical with a medical release/respirator usage form in accordance with the employer's medical surveillance program. Personal exposure air monitoring should be conducted in accordance with the employer's exposure assessment program.

# **11 ACS Characterization Protocols and Trigger Levels**

The following summarizes the potential conditions that may be encountered during soil disturbing activities at the AMC:

- 1. Localized areas of **friable and/or nonfriable** asbestos debris in soil that constitute "significant quantity" as provided under the "trigger level" of this plan. Triggering "major" response procedures as provided in this plan.
- 2. Localized areas of **friable and/or nonfriable** debris in soil that constitute "limited quantity" as provided under the "trigger level" portion of this plan, triggering "minor" spill response during planned excavation spotting activities.
- 3. Localized areas with construction debris with no asbestos debris, such as brick, metal, and PVC pipe, and non-asbestos suspect debris (confirmed by bulk sampling).
- 4. Localized areas where no visible construction debris, or visible suspect asbestos containing materials are present.

To provide a basis for appropriate level of assessment (limited vs. significant) and management for discovered asbestos debris, the following summarizes specific trigger levels to be used under this SOP. These trigger levels are "**limited quantity discovery**" and "**significant quantity discovery**" of **visible friable and/or nonfriable asbestos debris** and have corresponding assessment and response actions based on the limited or significant finding:

### 11.1 Limited Quantity Material Discovery Assessment and Management Protocol

**Entry into Limited Quantity Assessment and Management Protocols**: Where up to 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, record the locations with a GPS unit, photograph and log pertinent information such as location, description of material, type of debris, etc.

**Exit from Limited Quantity Assessment and Management Protocols:** Carefully wet and remove the visible debris and 3 cubic feet of soils surrounding each debris piece. All debris will be adequately wetted, and removed by appropriately trained and protected personnel. All debris and associated soil will be placed into appropriately labeled disposal bags, for proper disposal based on the material friability.

### 11.2 Significant Quantity Material Discovery Assessment and Management Protocol

**Entry into Significant Quantity Assessment and Management Protocols**: Where greater than 3 pieces (with multiple pieces of asbestos within a few inches of each other to be treated as one piece of asbestos) of friable and/or nonfriable asbestos debris are identified within a 10-foot radius, this will constitute a debris field. The asbestos soil inspector will conduct surface and subsurface visual assessment with the assistance of excavation equipment to determine the extent and depth of the asbestos debris field. All asbestos debris field corner points will be documented with a GPS unit, on a drawing and

by photograph. Photograph and log pertinent information such as type of debris, quantity, etc.

**Exit from Significant Quantity Assessment and Management Protocols:** Removal of debris field based on a visual determination to the extent of excavation, or removal of *extent of find (EOF) plus 1 foot of soil, and removal of depth of find (DOF) plus 1 foot of soil for subsurface contamination,* and *removal of extent of find (EOF) plus 1 foot of soil where only surface contamination is identified.* Where visible friable and/or nonfriable asbestos debris is still observed at the extent of planned excavation, the area will be over excavated by 1 foot, and then covered with a geotechnical membrane and labeled/demarcated as asbestos-contaminated soil, and covered with 1 foot of clean fill. The boundary will be recorded with a GPS unit, on a drawing, and by photograph.

## **11.3 Visual Characterization for Significant Discovery**

Site characterization (surface and subsurface visual assessment) will be conducted by using visual inspection to identify depth and extent of visible significant debris using potholing and trenching techniques for asbestos debris. Soil sampling and analysis is not part of the characterization process under this SOP, and any collection and analysis of soil samples for asbestos content requires written authorization from UCD.

## 11.4 Surface Investigation

Surface investigation for areas identified as having potential asbestos-containing debris will be conducted for suspect asbestos debris. Surface investigation will include sampling suspect asbestos-containing material, or will assume material is asbestos-containing. Marker paint and flags will be used to demarcate locations of any suspect debris. Locations will be identified with a GPS device. The surface investigation will include photographing and logging pertinent information such as location, type of debris, quantity, etc.

# **11.5 Investigation Personal Protective Equipment**

At a minimum, appropriate PPE must be worn when doing asbestos inspections or otherwise accessing an area suspected or known to contain asbestos. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of non-friable asbestos must wear disposable booties and disposable rubber gloves, which should then be discarded as asbestos waste prior to exiting the site. At a minimum, asbestos soil inspectors performing the inspection and/or personnel performing the pickup of friable asbestos must wear a half-face air-purifying respirator with HEPA cartridge filtration, disposable protective suite, disposable booties and disposable rubber gloves. Disposable protective equipment should then be discarded as asbestos waste prior to exiting the site. Additional protective equipment shall be used as appropriate.

### **11.6 Demarcation of Discovery Locations and ACS Boundaries**

Locating debris and other site conditions by GPS where specified in this SOP is considered the primary method for documenting these locations, but distance measurement (XYZ coordinate) descriptions may be used where a site grid is utilized or where locations are adjacent to structures or features. Grid/Structure reference points shall be documented with GPS in the event grid markers or structures are removed.

# **12 Limited Quantity ACS Management Procedures**

Where the asbestos soil inspector visually observes up to three pieces of friable and/or nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

For **nonfriable** asbestos material, adequately wet, using hand-removal methods only, gather and place the material and approximately 12 inches of surrounding soil in 6-mil poly bags. For **friable** asbestos material, adequately wet, using hand-removal methods only, gather and place material and 3 cubic feet of surrounding soil in 6-mil poly bags (double bags). Continue work with extra attention to possible additional asbestos in that vicinity. Stage waste bags in a lined drum or roll-off container. Dispose of waste as asbestos contaminated waste in accordance with CDPHE regulations and this SCMP.

All personnel involved in the removal of Limited Quantity asbestos debris will wear at a minimum a halfface air purifying respirator with HEPA filtration, and disposable protective suit, disposable overbooties and disposable gloves. Decontamination of all tools and equipment involved in the removal of asbestos debris is required prior to leaving the work area. Disposable suits, overbooties and gloves shall be disposed of as asbestos waste.

# 13 Significant Quantity ACS Management Procedures where only Nonfriable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces nonfriable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

### 13.1 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

### **13.2 Dust and Emissions Control**

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

### 13.3 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

### 13.4 Removal/Excavation

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

### 13.5 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil.

### 13.6 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where only nonfriable material is visible. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS).

The air monitoring is described below.

- 1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.
- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 5 samples will be collected per shift per work area.
  - b. Of the 5 samples collected, three (3) perimeter samples will be placed to triangulate the work area, moving as necessary to follow the active "area-of-disturbance", but *remaining fixed in relation to each other*. One (1) additional perimeter "floating sample" will be placed downwind from work activities, where potential fiber emissions are most likely to be detected. All perimeter samples shall be collected as close to the "point of disturbance" as possible, without subjecting the air monitoring equipment to damage from the operations. One (1) additional sample, to be considered the potential worst-case scenario "area equivalent" sample, will be collected on personnel closest to disturbance operations, such as the person operating the water hose.
  - c. The results from these samples for comparison to 0.01 f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
  - d. **Performance Based Air Sampling:** Five (5) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on the two (2) highest PCM samples for the first 3 days of each nonfriable excavation event. If no asbestos fibers are detected after the first 3 days of each event, then TEM analysis of the two (2) highest PCM samples will be reduced, to be conducted randomly twice per week. The AMS will determine on which two days *TEM analysis* will be conducted. TEM analysis will continue to be performed on any sample with PCM results exceeding 0.01fibers/cc.
- 4. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.
- 5. As an alternative to Environmental Air Monitoring for significant quantity nonfriable excavation, where soil sampling is performed in areas containing only visible nonfriable asbestos debris (per a soil sampling plan as agreed upon by UCD and CDPHE), and where soil sampling data demonstrates that no asbestos is present in the soil, and excavation work practices will not render the nonfriable material friable, environmental air monitoring may be reduced to PCM on workers only with the written approval of UCD and CDPHE.

### 13.7 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent"

samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

## 13.8 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

### **13.9 Waste Transportation and Disposal**

Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, or ACS with no visible asbestos will be labeled, in accordance with the requirements of Section 5.2 of the Solid Waste Regulations. In accordance with the disposal requirements for nonfriable asbestos waste at least one 6-mil polyethylene liner/sheeting will be in trucks used for transport of soil that contains visible nonfriable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, the liners/sheeting will be sealed and mechanically fastened in a manner that ensures that it remains intact and leak-tight during transportation and disposal operations. Containers of nonfriable asbestos waste, asbestos-contaminated soil with visible nonfriable asbestos, shall be labeled noting "asbestos, danger" and the generator, and placed on top of sealed liner.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

- 1. Asbestos-contaminated soil containing only visible nonfriable asbestos, that has not been rendered friable, will be disposed of as nonfriable asbestos in accordance with Section 5.2 of the Solid Waste Regulations.
- 2. Asbestos-contaminated soils containing no visible asbestos will be disposed in a manner similar to nonfriable asbestos waste, as described in Section 5.2 of the Solid Waste Regulations.

### 13.10 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging ACS will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

### **13.11 Equipment Decontamination**

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

### **13.12 Final Inspection Procedures**

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

### 13.13 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

# 14 Significant Quantity ACS Management Procedures where Friable Asbestos Material is Present

Where the asbestos soil inspector visually observes more than three pieces friable asbestos debris within a ten (10) foot radius, follow the procedures listed below.

### 14.1 Site Control, Demarcation, Fencing and Wind Screening

The Work Area will be demarcated on all four sides using a movable/portable wind barrier to prevent wind dispersal of soil during excavation activities. Moveable/portable wind barriers will be placed on all four sides and immediately adjacent to the point of excavation, and will be of adequate height and configuration (size) to minimize wind soil dispersal at the point of excavation. For smaller areas or highly mobile removal activities, moveable "directional" mobile wind fencing may be used, but must be positioned upwind and adjacent to soil removal activities at all times. Where only directional wind fencing is used, asbestos barrier tape shall be installed to identify the remaining boundary of the Work Area (where wind fence is not positioned)

### 14.2 Protection of Adjacent Structures

When the abatement area is close to occupied structures, external critical barriers may need to be constructed. All openings in the structure, including windows, doorways, vents or other openings will be sealed with 6-mil poly.

### 14.3 Soil Wetting and Stabilization

The Work Area will be adequately wetted to prevent any fugitive dust emissions that may be generated during initial setup and mobilization into the area. The Contractor shall use water hoses from a tank truck or directly from a fire hydrant or other water source. Water will be applied at low pressure so as to not generate dust or splattering. During all soil disturbing activities, wetting of soil will be sufficient to ensure soils are adequately wet (no visibly dry soil and no visible emissions) throughout the soil disturbing activities.

### 14.4 Dust and Emissions Control

General dust control will be achieved by use of water trucks that will regularly spread water on all access roads throughout the project site to ensure no visible dust generation by vehicle traffic during soil disturbance activities.

Amended water and or stabilization agents will be applied for dust control within all disturbed ACS areas. The Contractor will maintain the dust control process throughout the course of the project during soil disturbing activities. Removal of soils and debris will be done with heavy equipment which has been adapted to have a water misting system installed on the equipment to minimize dust emissions at the point of removal. Water will be applied in a manner that does not cause run-off or splattering. In addition, a water misting system will be constructed to wet the material at the point of loading into the dumpster prior to final packaging.

Whenever contaminated soil and debris are being impacted, the Contractor will ensure that no emissions are generated. UCD's representative will be on site to monitor the moisture of the soil being skimmed during removal and will ensure that it is adequately wet (and to observe for any visible emissions). An asbestos soil inspector will conduct these visual inspections.

Site management and inspectors will monitor the quantity of surface area disturbed at any given time; also the amount of surface not stabilized will be kept to the minimum quantity necessary for meaningful work to occur. If site conditions change so that dust suppression becomes questionable on the amount of disturbed area, a portion of that area will be stabilized and work will proceed on a reduced area.

If emissions are observed during the removal process, activities will immediately cease and work practices will be reviewed and modified by the Contractor. The Consultant will log all instances where visible dust emissions occurred and immediately notify UCD and CDPHE by phone and in writing, of all occurrences, and will obtain any direction from UCD and CDPHE.

# 14.5 PPE

During the actual soil disturbance activity, all persons within the designated work area shall utilize appropriate personal protective equipment, including appropriate respiratory protection with a minimum half face respirator with HEPA filtration required anytime active soil disturbance is occurring, protective full body tyvek<sup>®</sup> suit with attached hood and booties, gloves, rubber boots, and other protective wear as appropriate based on conditions (cold stress, heat stress, insects, etc)

# 14.6 Removal/Excavation

Utilizing an excavator, mini excavator or backhoe with a bucket mounted spray bar system; the soil excavation will proceed within the designated work area. The spray bar system will consist of nozzles inside the back top edge of the bucket and two outside the bucket with nozzles spray pattern overlapping that will provide adequate wetting to eliminate fugitive dust, but avoid splatter or drift from spraying. Additional hand wetting will be used to eliminate fugitive emissions, but avoid splatter or drift from spraying.

The Contractor will remove adequately wet soil in lifts with the lift thickness is determined by the depth of the adequately wet soil. The application of amended water to work area will be completed in accordance with all applicable regulations, variances, the work plan, and the on-site observations by the Consultant. Polyethylene sheeting will be placed over uncontaminated soils in the swing radius of the excavator or along the transport route of loading equipment to prevent cross-contamination. Care will be taken to avoid contamination of the excavating equipment. This will be accomplished by driving and keeping excavating equipment on non-contaminated soil.

Equipment that comes in contact with contaminated soil, or that was within the designated work area will be decontaminated. Conduct work with appropriate phasing/sequencing that will minimize cross-contamination potential.

### 14.7 Wind and Work Stoppage Conditions

Soil disturbance operations will not be conducted if winds produce visible emissions of dust or create dust when moving equipment or soil. All wind speed measurements will be taken at locations in close proximity to, and representative of, the work area in which the soil is being handled.

**Shutdown conditions:** Soil removal/disturbance operations will immediately and temporarily cease when one or more of the following 4 conditions have been met:

- 1. Any wind gust reaching or exceeding 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds reaching or exceeding 12 mph averaged over a period of 10 minutes;
- 3. Winds are producing visible emissions or creating movement of dust or debris in or near the removal/disturbance area, or
- 4. Winds are impacting on the ability of engineering controls to work as designed.

During wind-related work shutdowns, other work activities not involving soil removal or disturbance (e.g., lining dumpsters) may continue.

**Resume Conditions:** Soil disturbance activities may resume after <u>all</u> of the following 4 conditions have been met:

- 1. All wind gust readings for a period of 20 minutes drop below 20 mph as determined by hand-held instruments;
- 2. Sustained wind speeds are below 12 mph averaged over a period of 20 minutes;
- 3. Winds are no longer producing visible emissions or creating movement of dust in or around the removal/disturbance area, and
- 4. Winds are not impacting on the ability of engineering controls to work as designed.

### 14.8 Environmental Monitoring

During the execution of the soil removal, the AMS will collect air samples to assist in determining the adequacy of the engineering and environmental controls employed at the site. Air monitoring will be conducted during ACS significant discovery soil removal activities where visible friable asbestos material is present. All air samples will be collected by a CDPHE certified Air Monitoring Specialist (AMS). The air monitoring is described below.

1. Sampling Media: Air samples will be collected by drawing air through a 25-millimeter mixed cellulose ester filter, 0.8-micron pore size, with an open-faced, long cowl using low-flow personal sampling pumps

at approximately 2 liters per minute (or flow rate to provide a sufficient LOQ/LOD). Each low-volume pump will be fitted with a computer microchip, which electronically regulates airflow and allows a fixed flow rate of air to pass over the face of the filter. The flow rate and the volume of air passed through the filter will be determined based on the National Institute for Occupational Safety and Health (NIOSH) 7400 analytical method. Each pump will be calibrated before and after the collection of each sample using a primary standard.

- 2. Sample Analysis: Sample analyses will be performed by a microscopist using a phase contrast microscope (PCM) according to the NIOSH 7400 Method. The microscopist will be a CDPHE certified Air Monitoring Specialist (AMS) and a participant in the NIOSH Proficiency Analytical Testing Program and have been deemed proficient. Analyses of transmission electron microscopy (TEM) air samples will be submitted to a National Institute for Standards and Technology National Voluntary Laboratory Accreditation Program accredited laboratory using TEM according to Asbestos Hazard Emergency Response Act protocol.
- 3. The daily air monitoring sampling scheme will be as follows:
  - a. Air samples will be strategically placed as close to work area without impeding equipment and worker activity, and will be collected continuously during excavation and loading operations and submitted the same day for PCM analysis. A total of 8 samples will be collected per shift per work area.
  - b. Of the 8 samples collected, four (4) samples will be arranged at the 4 points of the compass surrounding the work area with two (2) additional samples deemed as "perimeter floating samples". The perimeter floating samples will be placed in areas where emitted asbestos fibers are most likely to be detected (downwind from work activities). Two potential worst-case scenario "area equivalent" samples will be collected on at least 2 workers who are expected to have the greatest potential exposure to asbestos during abatement operations. The results from these samples are for comparison to 0.01f/cc (and presence of asbestos for when analyzed by TEM) and should not be construed as "OSHA exposure assessment air samples".
- 4. Eight (8) samples, including personnel and perimeter samples, will be submitted for PCM analysis. If analysis yields results with detectable fiber levels (based on fiber count) then TEM analysis will be conducted on two (2) highest PCM samples to evaluate engineering controls. After two (2) weeks of TEM sampling, the analytical results and engineering controls will be assessed to determine if adequate controls are in place. If controls are deemed adequate by UCD and CDPHE, the number of *TEM samples* may be reduced as approved by UCD and CDPHE. On an ongoing project basis, any sample with PCM results exceeding 0.01 fibers/cc must be analyzed by TEM. For large areas of disturbance, additional perimeter monitoring points shall be added if the active area of soil disturbance is larger than approximately 1 acre in size. One additional monitoring point should be added for each additional 200 linear feet of perimeter (approximately 1 sample per additional <sup>1</sup>/<sub>4</sub> acre increase in area). For active areas of soil disturbance greater than 1 acre, additional samples shall be analyzed by TEM at a minimum rate of 25% of the total number of samples collected, based on highest PCM results. However, TEM analysis is not required if PCM results are non-detect (based on fiber count).
- 5. PCM verbal results will be made available by the start of the next business day or as soon as practical after the start of the next business day. TEM verbal results will be made available within 24-hours of receipt of samples by the laboratory, and written results will be made available within 24 hours from the time the verbal result is received. UCD and CDPHE will be immediately notified if any sample results show any concentration of airborne fibers. If any asbestos fibers are detected by TEM, all investigative activities will be stopped and engineering controls will be evaluated by Contractor and Consultant, and will be discussed with UCD and CDPHE to determine if changes in engineering controls or additional PPE are required.

### 14.9 Personal Air Monitoring

Air sampling of personnel is an employer based responsibility, and as such shall be the responsibility of each employer associated with soil disturbing activities. The "area equivalent" samples collected on personnel are interpreted as "worst case area" samples and are not intended to provide OSHA exposure information, but can be used by employers for general informational purposes.

# 14.10 Truck/Container Staging/Lining and Waste Loading

All truck drivers will be instructed to close all windows and shut-off air delivery systems (fans on air-conditioning and heating systems) when entering the loading area. All travel and positioning of waste transport Truck/Trailers on the site should be visually verified clean soil to minimize the need for decontamination procedures. At the loading location, install a ten-mil polyethylene sheeting or thicker "lay-down pad" that will be placed on the ground under dumpsters/trucks to catch any spilled material. Spilled material will be cleaned up immediately and not allowed to dry out or accumulate. Additional poly shall be draped over trailer tires/fenders to minimize the need for decontamination after loading. After the load has been secured, and the load cover tarp is installed, the poly sheeting lay down loading pad will be properly decontaminated using wet wipe and or HEPA vacuuming methods. The loaded transportation truck may then proceed down the designated exit route.

To accomplish proper characterization of soil (preliminary visual inspection and verification visual inspection at staging area), movement of soil to staging areas for subsequent loading, transportation and disposal is necessary. Staged soil must be stabilized when loading is not occurring. Upon removal of staged ACS placed on "non-ACS area", the contractor shall remove an additional 12 inches of soil to address any cross-contamination that may have occurred to the non-ACS area.

# 14.11 Waste Transportation and Disposal

Containers of friable asbestos waste, or asbestos-contaminated soil with visible friable asbestos, shall be labeled, in accordance with the requirements of Section 5.3 of the Solid Waste Regulations. In accordance with the disposal requirements for friable asbestos waste (Section 5.3.5(A) of the Solid Waste Regulations) at least two 6-mil polyethylene liners/sheeting shall be used for soil that contains visible friable asbestos. Polyethylene liners/sheeting should be designed and sized for the container to be used and should be folded over sides of trailers or containers to protect against contamination during loading and to facilitate decontamination. After loading, both liners/sheeting should be mechanically fasted and sealed separately. The liners/sheeting shall be sealed in a manner that ensures that they remain then leak-tight during transportation and disposal operations.

In addition, Department of Transportation (DOT) asbestos placards shall be placed on all four vertical sides of the container or vehicle being used for transport of ACM/ACS. The Contractor should direct the schedule of transportation of asbestos-contaminated soil. When loaded, each truck should be assigned a manifest to serve as the shipping document for that particular load.

Asbestos-contaminated soil shall be transported and disposed in a leak tight container in accordance with the CDPHE disposal requirements. Documentation stating that the soil originating from the site will not be used as daily cover or sold as clean fill shall accompany each load of asbestos-contaminated soil removed from the site.

Disposal of asbestos-contaminated soil will be conducted in accordance with the following requirements, in accordance with Section 5.5.7 of the Solid Waste Regulations:

1. Asbestos-contaminated soils containing visible friable asbestos will be disposed in a leak tight container as friable asbestos waste in accordance with the requirements of Section 5.3 of the Solid Waste Regulations.

### 14.12 Personnel Decontamination

A fully functioning 3-chamber decontamination trailer (or equivalent) will be placed outside the work zone to function as a remote shower location, with a clean room and an equipment room. All workers involved in removal/packaging of friable or significant quantities of nonfriable ACM will be double suited while in the work area and will shed one suit prior to leaving the work area and immediately proceed to the decontamination facility. All workers will decontaminate per OSHA regulations and CDPHE Regulation No. 8. Decontamination water will be filtered using a 5 micron filter, or in accordance with local requirements if more stringent, prior to disposal to the sanitary sewer.

### 14.13 Equipment Decontamination

All equipment and tools that come into contact with, or are used for removal of ACS will be decontaminated (free of all visible dust and debris) using wet cleaning (fire hose for trackhoe equipment, wet rags for hand tools, etc) and HEPA vacuuming methods (interior of equipment cab, etc), prior to leaving the work zone. Equipment decontamination will be conducted within a decontamination station constructed adjacent to the work zone. The decontamination station will be constructed of 10-mil polyethylene sheeting (and other materials as necessary, such as EPDM rubber roofing, etc) in such a way as to capture all contaminated material and wastewater from the decontamination process. All waste water from the decontamination station will be filtered to a minimum of 5-microns (or in accordance with local requirements if more stringent, prior to discharge to a sanitary sewer), or may be used for wetting ACS.

### 14.14 Final Inspection Procedures

As the project progresses, visual inspection will be performed to ensure that all observable asbestos-containing materials have been removed from the soil surface. During removal of soil, the soil will be removed in a manner that will provide a flat, even surface (with no spoil piles) for visual inspection. The inspections will be performed for the surface area removed that day, as a preliminary inspection. Due to the wet nature of the removal and the soil, adequate drying time is required before a final visual inspection can be conducted

The removal of soil in the debris field area will be considered complete when the visible asbestos-containing material has been removed and an asbestos soil inspector makes a final decision that all contaminated soil in the debris field has been removed to depth and extent of excavation (where remaining visible material will be covered with a membrane and labeled), or depth of find plus 1 foot of soil (DOF+1) and extent of find plus 1 foot of soil (EOF+1).

### 14.15 Managing ACS left in place

Where visible asbestos containing material is observed at the depth and extent of excavation, 1 additional foot of soil shall be removed, the area shall be covered with a geotech membrane,

labeled as asbestos contaminated soil, and then the membrane shall be covered with 1 foot of clean fill to bring back to desired grade/level. Prior to covering with clean fill, photographs will be collected from each compass point of the boundary, and the corner points of the boundary shall be obtained using measurements for a control point or with a GPS device.

# 14.16 Spill Control

Where asbestos contaminated soil is spilled during loading or transport, the Contractor shall immediately ensure the spilled material is immediately collected in accordance with wetting and emission control provisions of this SCMP. For spills that occur on clean soil, remove 12 inches of soil under spill area as precautionary measure. For spills that occur on hard surfaces such as asphalt roadways or concrete parking lots, provide wet cleaning and HEPA vacuuming until all visible dust and debris have been removed.

Where water run-off occurs resulting in visible erosion and sediment transfer from asbestos contaminated soil areas to non-asbestos contaminated soil areas, remove top 12 inches of soil where the visible erosion and sediment deposition occurred.

# 14.17 Erosion Control

To control wind erosion of ACS, use of silt fencing or wind fencing may be used, where appropriate. Stabilize asbestos containing soil with friable debris by covering with magnesium chloride (or equivalent soil stabilizer) or 6-mil poly until removal can occur. Securely fasten poly sheeting to prevent removal by the wind.

To control water erosion, the use of silt fencing, erosion control mats, straw waddles or equivalent erosion control methods shall be used in areas where run-off is likely. Where ACS will remain, cover with geotech membrane, and then cover with 12 inches of clean fill and cover with appropriate vegetative growth or ground cover to prevent erosion.

# **15 Special Considerations**

# **15.1 Emergency Buried Utility Repair Projects**

Specific provisions of this SOP require some planning and response time that may not be appropriate in an emergency response situation to repair a buried utility. This section identifies the minimum requirements under this SOP for the first 24 hours of excavation and repair, to ensure that necessary repairs can be made to buried utilities promptly in an emergency situation where the utility must be repaired immediately (which may include evening and weekend work), where ACS is encountered during the emergency response, only worker protection, adequate wetting and no visible emission provisions of this SOP will apply within the first 24 hours, with remaining provisions including material characterization, soil training, air monitoring, disposal, etc to take effect after the first 24 hours of the excavation and repair. By ensuring adequate wetting and no visible emissions during emergency excavation during the first 24-hours, this will allow necessary work to continue, and will provide a window for implementing remaining

provisions of this SOP including testing of suspect materials and where ACS is identified, and for implementing management actions under this SOP. Where suspect material is identified in soil that has been excavated during the emergency repair, this soil shall not be placed back into the hole/pit until characterization can be conducted by an asbestos soil inspector.

### **15.2 Importing and Exporting Soil**

The Contractor shall notify and receive approval from the UCD project manager prior to any soil being exported or imported to the project. Contractor shall coordinate any inspections, spotting, or testing requested by the UCD project manager for any exported or imported soils to the project.

### 15.3 Building Demolition Debris Removal Verification

To ensure demolition debris is removed during the demolition phase in accordance with applicable regulations, an asbestos soil inspector will conduct a site inspection during the final stage of demolition to determine if all demolition debris has been removed. As a precautionary measure, as part of the final demolition site cleaning, a layer of clean soil should be removed to ensure no construction debris remains upon completion of the demolition process as verified by inspection by an asbestos soil inspector, with the exception of non-asbestos-containing/contaminated "structural" fill such as concrete and brick as approved by UCD.

### 15.4 Soil Stockpiling Management Procedures

Stockpiling of asbestos contaminated soils will only occur under CDPHE and UCD approval, as removal of contaminated soil will be under a direct load approach unless otherwise approved by UCD and CDPHE. When soil movement and stockpiling is necessary, based on site logistics, stockpiled soil must be stabilized and covered when not in use, and must not be allowed to remain on site longer than 5 working days.

For excavation and stockpiling of non-asbestos contaminated soils that are subject to "soil spotting provisions" (moderate to high potential ACS), an asbestos soil inspector will be present at all areas where stockpiled soils are placed, and will be in radio communication with the asbestos soil inspector inspecting soils at the excavation point to ensure prompt and efficient response to discovery of visible ACM debris at either location.

#### **15.5 Management Practices for Significant Discovery of only Nonfriable materials**

Where only nonfriable materials are observed (no friable debris) in a significant discovery "debris field", the following are required procedures:

- 1. Ensure material and soil is adequately wet and no visible emission occur during excavation and loading activities.
- 2. Packaging and disposal as nonfriable asbestos containing waste material.

#### 15.6 Soil Sampling

The primary method for determining asbestos contaminated soil under this SOP and under CDPHE HMWMD regulation is visual identification of suspect material that is confirmed or presumed to be asbestos. Soil sampling is considered an optional activity and will be conducted only with UCD written authorization to conduct soil sampling on the campus. There are two primary situations where UCD may authorize soil sampling:

- 1. Soil sampling to provide general information about imported or exported soils as part of the management procedures under the SOP.
- 2. UCD written authorization to conduct soil sampling in conjunction with "Remediation" actions (as provided in Attachment #5) conducted to remove the full extent and depth of asbestos contaminated soil from a specified area. Remediation soil sampling may include "baseline" characterization for soil sampling collected prior to a remediation action, and will include collection of "clearance" (post-removal) soil sampling to verify removal of all asbestos (including trace amounts in soil as determined by PLM analysis).

Refer to Attachment #4 for surface soil sampling and analysis procedures.

#### 15.7 Remediation

If the objective of an ACS removal activity is remediation of a specific location to remove the complete extent and depth of asbestos in soil at a specific location, including trace in soil as determined by PLM analysis, or for the purpose of obtaining a no further action determination under some other regulatory framework, such work must be in accordance with the remediation plan provided as a supplement to this SOP in Attachment #5. The remediation plan integrates the sampling and analysis plan (SAP) provided in Attachment #4 and describes soil handling and soil clearance (visual and bulk sampling) criteria. Refer to Attachment #5 for surface remediation procedures.

# **16 Project Reporting**

Upon completion of soil disturbing activities, to aid in future management of site and any remaining ACS conditions known to exist, a close out report will be provided to the UCD to document work performed, and any ACS material known to exist that will remain for management.

The project close-out report shall include the following minimum components:

- 1. Property description and description of areas with asbestos-contaminated soils
- 2. Description of soil disturbing activities involving ACS (emission control procedures) and non-ACS conditions
- 3. Description of all field operations or daily logs
- 4. Containment logs (where appropriate)
- 5. Air Monitoring logs and analytical results associated with ACS removal actions
- 6. Description/results of all asbestos bulk sampling events, including sample locations descriptions and sample diagram/drawing showing sample locations
- 7. Analytical results associated with bulk sampling events
- 8. Disposal summaries and manifests
- 9. Maps showing excavation profiles

- 10. Documentation of asbestos left in place including drawings, photographs and GPS coordinates for corner points of known ACS.
- 11. Photographs showing pre-, during and post excavation/removal conditions
- 12. Accreditation and Certification documentation for activities covered under the Work Plan (Inspector, Air Monitoring Specialist, Supervisor, and Worker)

# **17 SOP Review and Revision**

#### 17.1 SOP Review

Annually, the UCD Facilities Planning Department contact and UCD Environmental Health and Safety Division contact as provided in Section 3 of this SOP shall review this SOP with an asbestos accredited/certified Project Designer with 6-month asbestos soil experience to identify any needed revisions to this SOP.

### 17.2 SOP Review

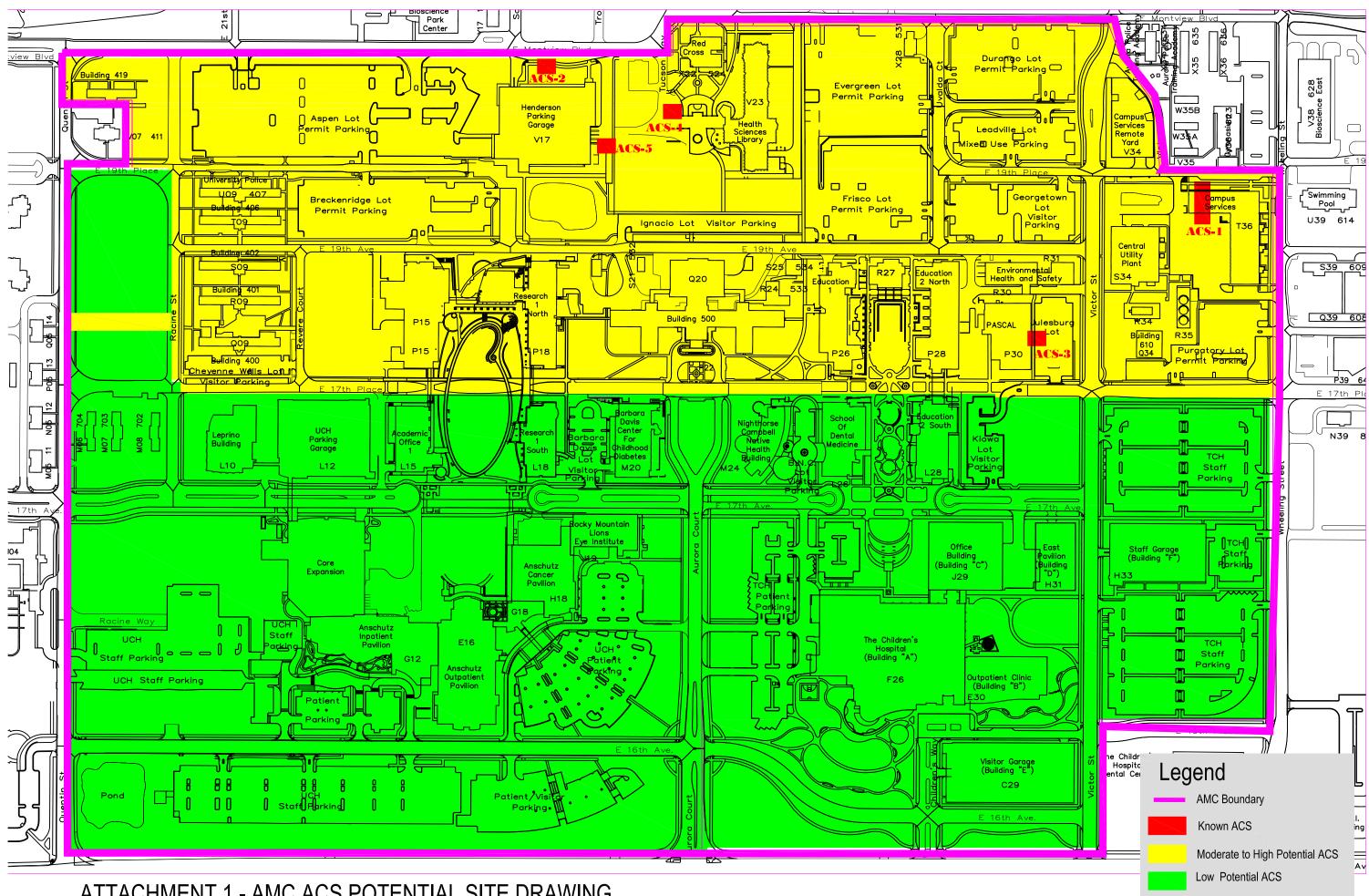
Based on annual review, any revisions to the SOP shall be submitted to CDPHE as a "revised" SOP with a new revision number and revision date for CDPHE review and approval.

# **18 Attachments**

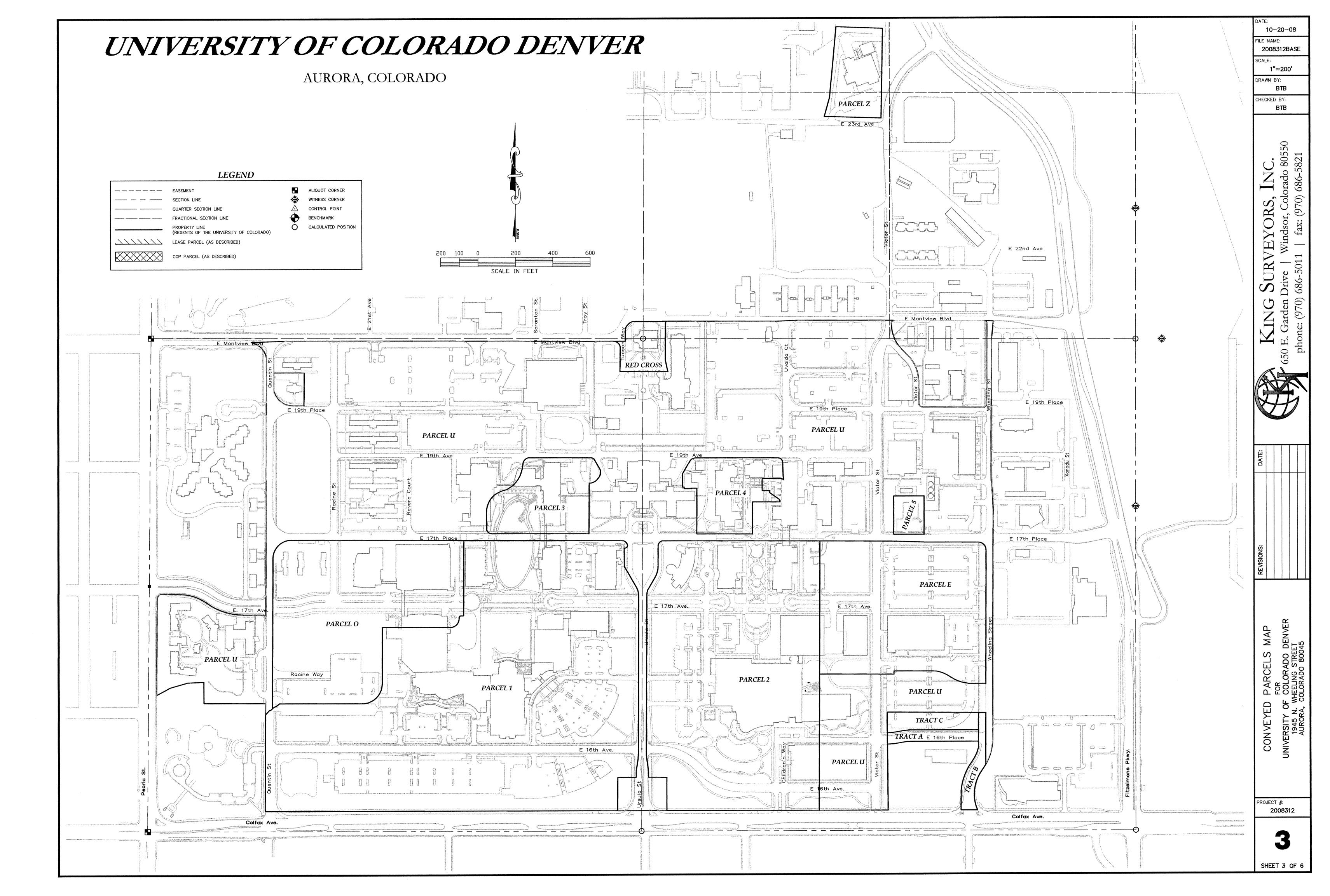
Attachment #1	ACS Classification and AMC Boundary Drawing (and Site Survey Drawings)
Attachment #2	Historical Buildings and Steam Tunnels Site Drawing
Attachment #3	SOP Flow Chart
Attachment #4	Soil Sampling and Analysis Plan (SAP)
Attachment #5	Remediation Plan
Attachment #6	CDPHE Notification Summary and Notification Forms

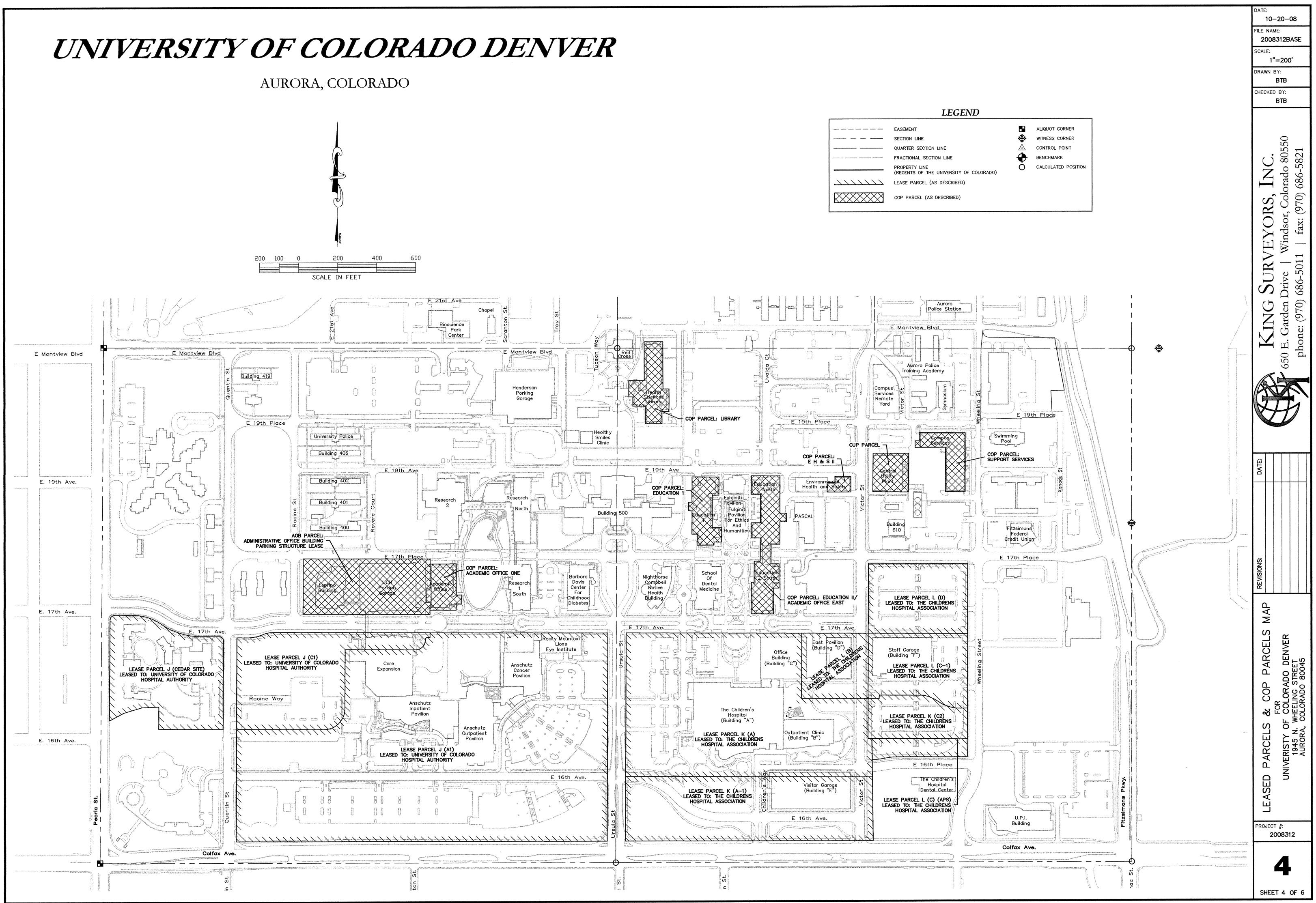
# ATTACHMENT 1

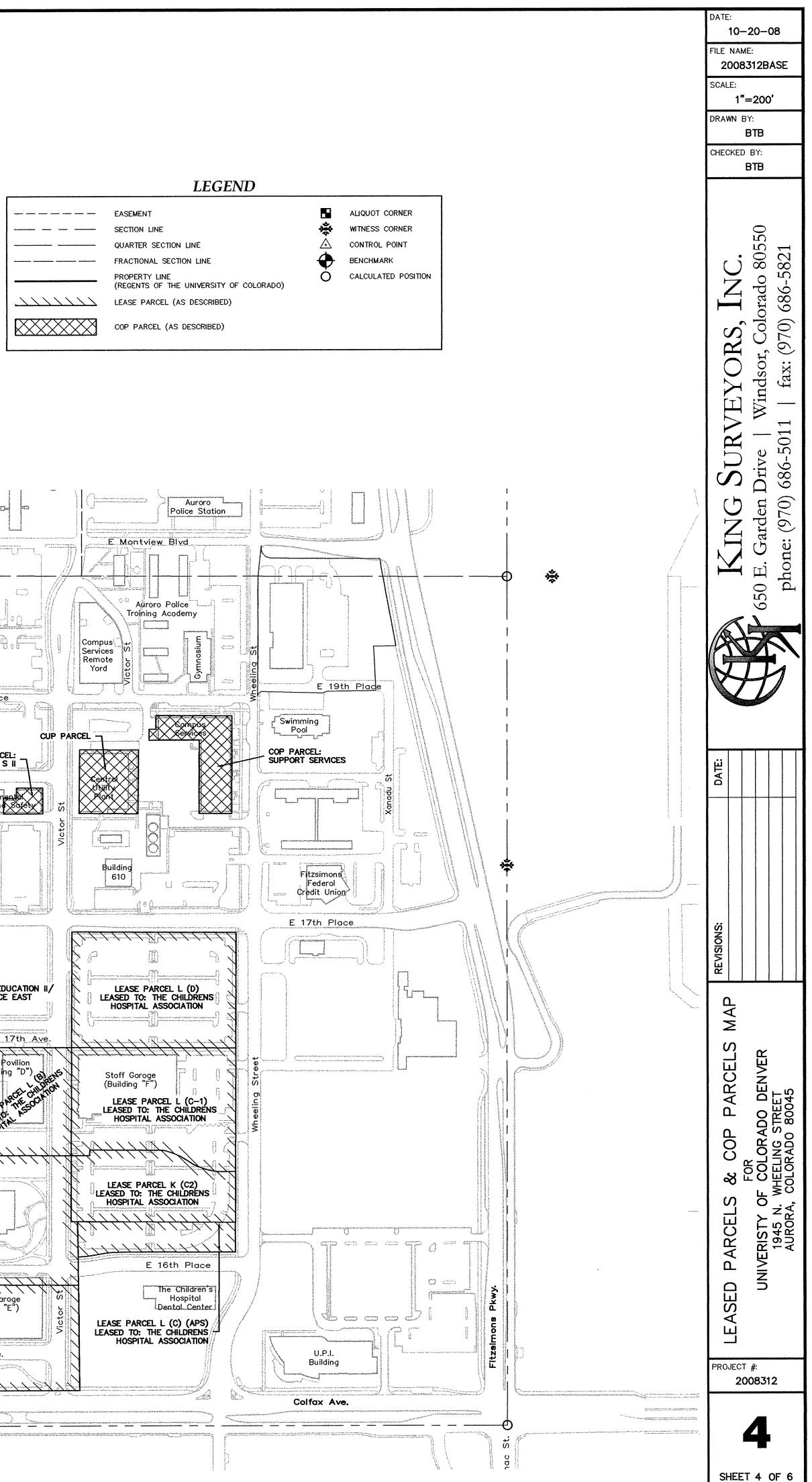
# ACS CLASSIFICATION AND AMC BOUNDARY SITE DRAWING AND SITE SURVEY DRAWINGS



ATTACHMENT 1 - AMC ACS POTENTIAL SITE DRAWING

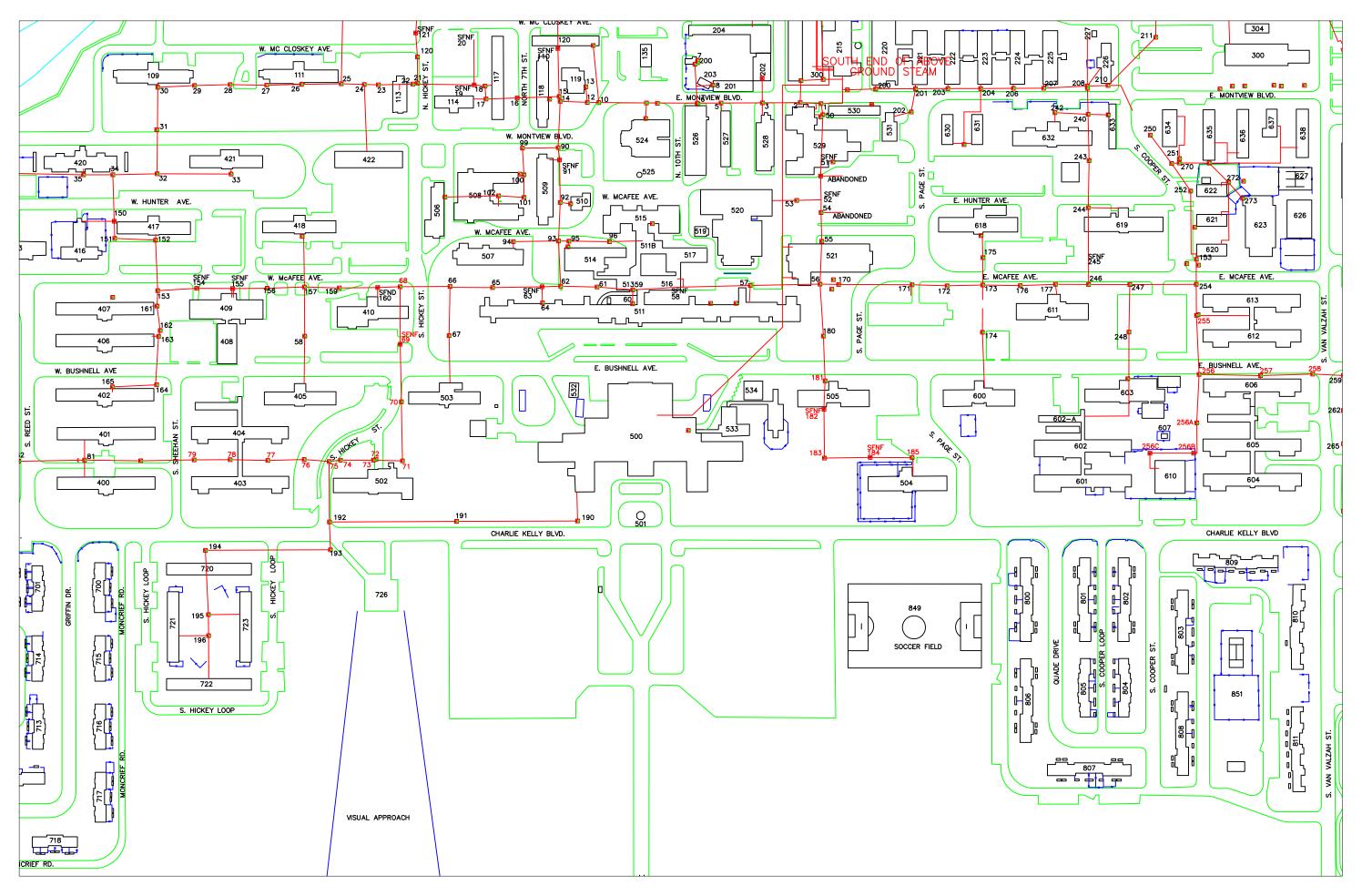






# ATTACHMENT #2

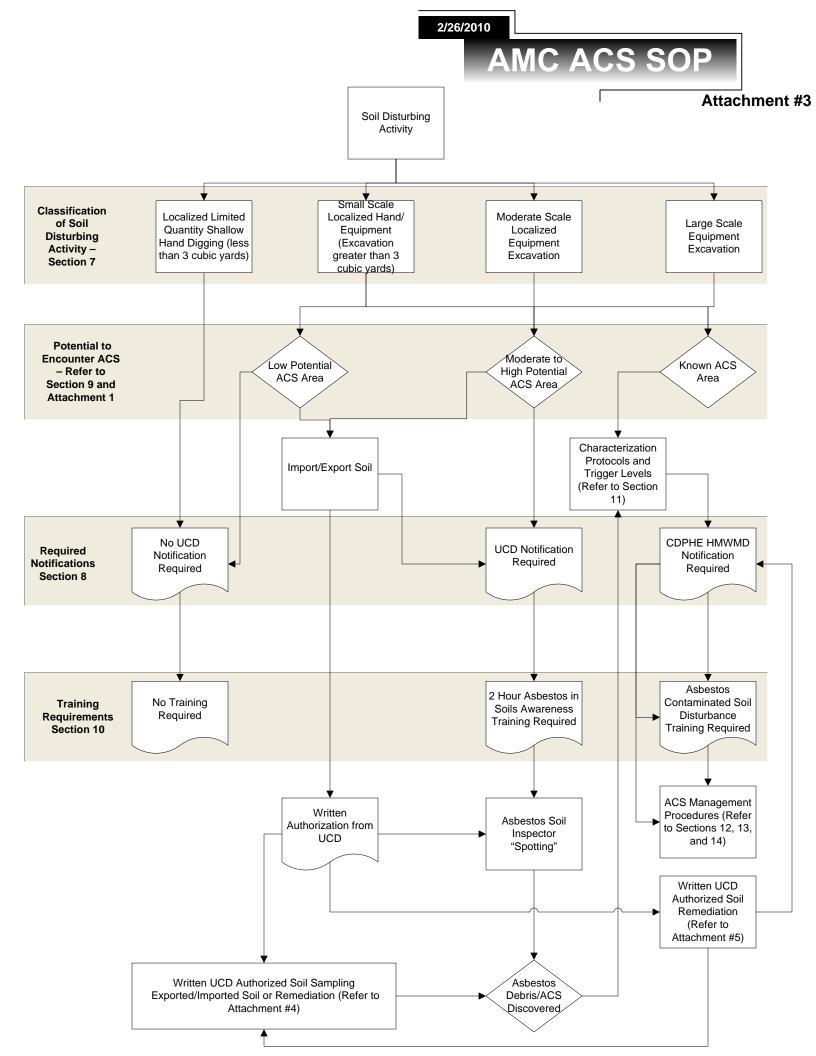
# HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING



ATTACHMENT 2 - FITZSIMONS HISTORICAL BUILDING AND STEAM TUNNEL SITE DRAWING (UCD AREA)

# ATTACHMENT #3

# SOP FLOW CHART



# ATTACHMENT #4

# SOP SUPPLEMENTAL PROCEDURES SOIL SAMPLING AND ANALYSIS PLAN (SAP)

### General

- 1. Sample aliquots should be collected using a scooping device (stainless steel spoon or equivalent), and transferred to a composite sample container.
- 2. When all aliquots have been collected, the composite sample container should be sealed and labeled with a sample number unique to the boring from which the sample was collected. The sample should be homogenized by the laboratory prior to analysis.
- 3. A field sampling form or log book entry should be maintained for each sample. The form or log book entry should contain the location, date and time of each sample, a description of the type of and friability of any suspect material encountered, and any observations made during sample collection.
- 4. Proper chain-of-custody protocols should be followed for all samples collected.

### **Analytical Procedures**

1. Soil samples should be analyzed by PLM for bulk asbestos samples (Method – EPA/600/R-93/116). The samples should be homogenized by the laboratory prior to sample analysis.

### **Surface Soil Sampling**

- 1. Divide the area to be inspected into a grid, using stakes or paint to mark grid nodes. The area of each grid square will be determined based on the size of the site, and existing knowledge of the extent and concentration of surface asbestos;
- 2. Grids are (50' x 50') on an X and Y axis utilizing planned north with the south west corner of each grid being the reference point for each grid site wide. X axis designation is numerical and Y axis grid designation is alphabetical.
- 3. Each grid point is identified in the lower left (Southwest) corner with a 48" wood lathe with pink ribbon alpha numerically (i.e. B15, CA12).
- 4. Sub-grids (25' x 50') rectangle grids within each (50' x 50') grid are identified with pin flags alpha numerically (i.e. B15-1, CA12-2).
- 5. Where grids extend beyond a scope of work boundary and/or property boundary, this boundary will be designated with a string line to delineate scope in partial grids (where grids overlay on scope of work or property boundary).
- 6. Using flags, paint or GPS, mark locations of any suspected asbestos found;
- 7. Record locations of suspected asbestos found using a map, log or other documentation. The absence of asbestos in a grid square will also be documented;
- 8. Place suspected asbestos material in a sample bag, adequately wetting it prior to disturbing it; and record time and date, location and description of material collected.
- A composite aliquot soil sample will be collected within each sub-grid 1,250 square feet (25' x 50') by an asbestos soil inspector. The asbestos soil inspector will collect ten aliquots of surface soil (top 1 inch) within each sub-grid. Two sample aliquots will be collected from the southwest

quadrant, southeast quadrant, northwest quadrant, northeast quadrant, and the relative center of the sub-grid (totaling ten aliquots per sub-grid). A grid will be considered an asbestos contaminated soil grid where soil sampling data reports the presence of asbestos in any sub grid within that grid (thus progressive analysis may be used to create sample sets for each grid, with a positive stop used where analysis shows asbestos present (eliminating the need to analyze the second sub grid).

- 10. Samples will be placed in a sample jar, labeled, and location, time, date will be documented.
- 11. The sample will be homogenized at the laboratory;
- 12. Follow proper chain of custody protocols.

### Subsurface Soil Sampling - Borings

1. A composite sample should be collected from each soil boring. The sample should be made up of five (5) to ten (10) aliquots representative of the soil boring. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed.

#### Subsurface Soil Sampling – Potholes and Trenches

1. Collect a composite sample made up of five (5) to ten (10) aliquots representative of the soil encountered in the trench or pothole. The actual number of aliquots may vary depending on the depth of sampling and the conditions observed. In addition, it may be warranted to collect separate samples from various strata, with aliquots collected from individual strata, to better characterize observed conditions.

#### Informational Soil Samples for Imported/Exported Soil

 The asbestos soil inspector will collect composite samples comprised of 10-point aliquots from 10% of the total number of loads dumped (for imported soils) and/or loaded (for exported soils). Soils sampled for informational purposes shall be managed in an appropriate manner (stockpiled by day, area, etc) to allow appropriate management of soil based on soil sampling data. All soil samples will be submitted to an accredited laboratory for PLM analysis on a "rush" turnaround.

#### Interpretation of Sampling Data

1. Samples reporting no asbestos detected shall be interpreted as non-ACS, and samples reporting the presence of asbestos shall be considered ACS.

# ATTACHMENT #5

# SOP SUPPLEMENTAL PROCEDURES REMEDIATION PLAN

Where the intent is to remediate (removal all visible debris and asbestos in soil to a concentration of no asbestos detected in the soil, based on soil sampling), the following supplement to the SOP provides specific remediation provisions.

The following provisions identified in Section 12 of the SOP shall apply to ACS surface soil remediation (soil removal, packaging, transportation and disposal) procedures:

- Notifications Planned Asbestos-contaminated Soil Disturbance
- Limited Quantity Discovery Management and Disposal
- Site Control, Demarcation, Fencing and Wind Screening
- Protection of Adjacent Structures
- Soil Wetting and Stabilization
- Dust and Emissions Control
- PPE
- Equipment/Engineering Controls
- Removal/Excavation
- Soil Stockpiling
- Wind and Work Stoppage Conditions
- Environmental Monitoring
- Personal Air Monitoring
- Truck/Container Staging/Lining and Waste Loading
- Waste Transportation and Disposal
- Personnel Decontamination
- Equipment Decontamination
- Final Inspection Procedures

All ACS identified based on visual characterization (extent and depth) of find, shall be removed plus an additional 12 inches of soil beyond the extent of find (EOF) and 12 additional inches beyond the depth of find (DOF) which identifies the 3-dimension box of soil removed under the remediation.

After removal to EOF and DOF based on visual and preliminary soil sampling data, post remediation "surface clearance" soil sampling will be conducted in accordance with the Soil Sampling and Analysis Plan (Attachment #4) of this SOP, on a grid by grid basis. Any grid reporting the presence of asbestos will be considered to have "failed" and will require removal of additional twelve (12) inches of soil, and the "clearance process will be repeated until "no asbestos detected" is reported for that grid, after which that grid will then have deemed to "pass". Once all grids in the delineated area have been characterized, remediated, and passed "clearance soil testing", the remediation action will be considered complete

# ATTACHMENT #6

# CDPHE HMWMD NOTIFICATION SUMMARY AND NOTIFICATION FORMS

#### Solid Waste Notification of the Discovery of Asbestos-contaminated Soil

#### **Program Description**

Asbestos-contaminated soil may be encountered during soil-disturbing activities like underground utility installation and property redevelopment. In some cases, asbestoscontaining material and/or asbestos-contaminated soils are known or suspected to be present on a property. In other cases, the site owner or operator may have no reason to know or suspect that they will encounter asbestos contamination during soildisturbing activities. All asbestos-contaminated soil and asbestos-containing materials that are disturbed must be properly managed and disposed of in order to prevent the release of asbestos fibers into the environment.

Reporting and management of disturbed asbestos-contaminated soil and asbestoscontaining material in soil may fall under either Air Quality Control Commission Regulation 8 Part B or the Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6 CCR 1007-2 Section 5. If the disturbed asbestos is part of a facility component (as defined by Air Regulation 8 Part B) where the total quantity of material exceeds the trigger levels of 260 linear feet on pipes, 160 square feet on other surfaces, or the volume to be removed is greater than the volume equivalent of a 55 gallon drum, then reporting and management will be overseen by the Air Pollution Control Division of the Department of Public Health and Environment. If the disturbed asbestos is not part of a facility component, reporting and management will be governed by the Solid Waste regulations.

#### Who Must Notify

The person who discovers or has knowledge of the discovery of asbestos-contaminated soil must notify the Division within 24 hours of the discovery of visible material containing asbestos in soil or asbestos-contaminated soil during a soil-disturbing activity. This includes the site owner and/or operator and their representative, contractor or consultant.

The site owner and/or operator or their representative, contractor or consultant must notify the Division at least 10-working days prior to any planned soil-disturbing activity in an area of known or suspected asbestos-contaminated soil or material containing asbestos in soil.

#### **Notification Process**

In the case of an unplanned discovery of asbestos-contaminated soil during soildisturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received within 24 hours. The <u>24-hour notification</u> form can be found on the Internet or obtained from the Division.

In the case of planned asbestos-contaminated soil-disturbing activities, written notification should be faxed to 303-759-5355, sent as an attachment to email to <u>comments.hmwmd@state.co.us</u>, or delivered by any other means that will ensure notification is received at least 10-working days prior to any planned soil-disturbing

activities. The <u>10-day notification form</u> can be found on the Internet or obtained from the Division.

#### **Approval of Management Plan**

A written Soil Characterization and Management Plan must also be submitted to the Division for review and approval at least 10-working days prior to any (additional) soil-disturbing activities. When asbestos-contaminated soil is unexpectedly encountered, appropriate immediate and interim actions must be taken to prevent release of and/or exposure to asbestos. Soil-disturbing activities cannot begin (or resume) until the Soil Characterization and Management Plan is approved.

To minimize potential delays, the site owner and/or operator may collaborate with the Division to jointly develop standard operating procedures that will be implemented as needed for all future asbestos-contaminated soil-disturbing activities. If a pre-approved plan is in place, soil-disturbing activities can proceed in accordance with these procedures once the Division has received appropriate notification.

#### Fees

There are no fees associated with notification. The Division will collect fees for the review of the Soil Characterization and Management Plan and related documents and for the performance of oversight activities by the Division.

#### **Public Participation**

There are no public participation requirements associated with this notification.

#### Guidance

(Draft) Asbestos-contaminated Soil Guidance Document

#### Forms

24-hour Notification of Unplanned Asbestos Discovery http://www.cdphe.state.co.us/hm/forms/asbestosnotification24hour.pdf 10-day Notification of Planned Asbestos Management http://www.cdphe.state.co.us/hm/forms/asbestosnotification10day.pdf

#### **Statutes and Regulations**

CRS 30-20-100.5 et seq. Regulations Pertaining to Solid Waste Sites and Facilities, 6 CCR 1007-2 Section 5 Control of Hazardous Air Pollutants, 5 CCR 1001-10, Regulation 8 Part B

#### **Division Contact**

Customer Technical Assistance Telephone 303-692-3320 Toll-free 1-888-569-1831 ext 3320 Fax 303-759-5355 Email <u>comments.hmwmd@state.co.us</u> Web <u>www.cdphe.state.co.us/hm/</u>

#### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

# 24 HOUR NOTIFICATION OF UNPLANNED ASBESTOS DISCOVERY

For 24-hour notification of the unplanned discovery of asbestos-contaminated soil, a completed a copy of this form should be faxed to 303-759-5355 Attn: Solid Waste Unit Leader, or emailed to <u>comments.hmwmd@state.co.us</u>. If the Hazardous Materials and Waste Management Division has not pre-approved standard operating procedures that will be implemented, you must then submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, you only need to submit a completed copy of this form.

The Soil Characterization and Management Plan should be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:							
Contact person for entity performing soil-disturbing activity:				Phone:	Ext:		
Organization, company or agency:							
Address:							
City:		State:		Zip:			
Name of property owner/ope	erator or pr	coperty representatives	:				
Owner/operator contact (if different):				Phone:	Ext:		
Address:				Fax:	1		
City:			State:	State: Zip:			
Discovery date:		Discovery time (include AM or PM):					
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:						
highway mile marker)	County:		City:		Zip:		
General Site Description:							
Activity resulting in discovery:							
Description of material encountered:							
Description of access or emissions controls implemented:							
Has the Division are enabled standard proceedures that will be implemented? $\Box$ yes $\Box$ be							

Has the Division pre-approved standard procedures that will be implemented? 🛛 yes 👘 🗆 no

If "no," implement interim actions and submit a Soil Characterization and Management Plan for Division review and approval.

#### Colorado Department of Public Health and Environment Hazardous Materials and Waste Management Division Asbestos Contaminated Soil Notification Form

# **10 DAY NOTIFICATION OF PLANNED ASBESTOS MANAGEMENT**

For notification of planned management of asbestos-contaminated soil, a completed copy of this form should be submitted to the Hazardous Materials and Waste Management Division at least 10 working days prior to any planned soil-disturbing activity. If the Division has not pre-approved standard operating procedures that will be implemented, you must also submit a **Soil Characterization and Management Plan** to the Division for approval. If the Division has pre-approved standard operating procedures that will be implemented, then you only need to submit a completed copy of this form.

The form and plan can be mailed to: Colorado Department of Public Health and Environment, HMWMD-B2 Attn: Solid Waste Unit Leader, 4300 Cherry Creek Drive South, Denver CO 80246-1530 or emailed to: <u>comments.hmwmd@state.co.us</u>.

Date and time reported:							
Contact person for entity per		Phone:	Ext:				
Organization, company or agency:							
Address:							
City:				Zip:			
Name of property owner/operator or property representative:							
Owner/operator contact (if different):			Phone:	Ext:			
Address:			Fax:				
City:		State:		Zip:			
<b>Location of property:</b> (Street address or other location description – e.g.	Street Address:						
highway mile marker)	County:	City:		Zip:			
General Site Description:							
Description of planned soil- disturbing activities:							
Description of material that will be disturbed:							
Has the Division pre-approved standard procedures that will be implemented?							
If "no," submit a Soil Characterization and Management Plan for Division review and approval.							

# STATE OF COLORADO

Bill Ritter, Jr., Governor Martha E. Rudolph, Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Denver, Colorado 80246-1530 Phone (303) 692-2000 TDD Line (303) 691-7700 Located in Glendale, Colorado

Laboratory Services Division 8100 Lowry Blvd. Denver, Colorado 80230-6928 (303) 692-3090



Colorado Department of Public Health and Environment

http://www.cdphe.state.co.us

April 28, 2010

Mr. Ken Neeper Manager Infrastructure Development University of Colorado Denver Mail Stop F418 1945 North Wheeling Street Aurora, CO 80045

RE: Asbestos-Contaminated Soil (ASC) Management, Standard Operating Procedure (SOP) Document, University of Colorado Denver Anschutz Medical Campus, February 26, 2010

Dear Mr. Neeper,

The Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division (the "Division"), has received and reviewed the above referenced standard operating procedures for the proper management of asbestos-contaminated soils during soil disturbing activities at the Anschutz Medical Campus of the University of Colorado Denver. The Anschutz Medical Campus is located on the site of the former Fitzsimons Army medical Center in Aurora, Colorado. The Division has no additional comments and hereby approves the Anschutz Medical Campus ACS Management SOP Document.

If you have any further questions or comments please contact me at 303-692-3416 or via e-mail at jeffrey.swanson@state.co.us.

Sincerely,

Jeffrey R. Swanson, P.E. Federal Facilities Restoration and Reuse Unit Remedial Program

CC: Tom Butts, Walsh Environmental Scientists and Engineers Monica Sheets, CDPHE Rob Eber, AGO File Copy: RD007-13.1

#### **SECTION 10 14 53**

#### SITE TRAFFIC SIGNAGE

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SECTION INCLUDES

- A. Provide all labor and materials to install the following:
  - 1. Handicap parking signs.
  - 2. Fire lane signs.
  - 3. Stop signs.
  - 4. Other signs designated on the Civil plans.

#### 1.3 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 32 17 23 Pavement Markings.

#### 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. Manual on Uniform Traffic Control Devices (MUTCD), U. S. Department of Transportation, Federal Highway Administration.

#### 1.5 SUBMITTALS

- A. Type of sign posts.
- B. Special signs not included in MUTCD to include layout, color, and size.
- C. Record Drawings

#### PART 2 - PRODUCTS

#### 2.1 SIGNAGE

- A. Handicapped Parking Signs:
  - 1. Detail as shown on plans.
  - 2. Size shall be 12" x 18".
- B. Fire Lane Signs:

#### SITE TRAFFIC SIGNAGE

- 1. Comply with local fire district criteria.
- 2. Size shall be 12" x 18".
- 3. Detail as shown on plans.

#### C. Stop Signs:

- 1. Type R1-1 per MUTCD.
- 2. Size as specified on plans.

#### D. General:

- 1. Signs shall be made of 0.08" aluminum, or 0.100" aluminum for signs greater than 36".
- 2. Type of signs and location are shown on the plans.
- 3. Signs shall conform with MUTCD.

#### 2.2 SIGN POSTS

- A. Signposts shall comply with CDOT requirements plans and details.
- B. Tubing shall be 2 x 2 inch, 12-gauge, aluminum, galvanized with perforations and weatherproof cap.
- C. The signposts shall be anchored in the ground using a 3-foot length of anchor assembly tubing, which is oversized, driven into the soil.
- D. Signs shall be mounted to the tubing by galvanized bolts supplied by the manufacturer.

#### 2.3 FABRICATION

- A. Fabricate work true to shape, size and tolerances, with straight lines free from twists, kinks, warps, dents, or other imperfections.
- B. Grind edges and ends of metal smooth, with no sharp edges and with corners slightly rounded.
- C. Provide sufficient type, quantity and size of anchors for proper fastening of items.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install items in accordance with approved shop drawings and manufacturer's instructions.
- B. Mount stop sign in the ground outside of pavement. Mount other signs in sidewalks behind curbs, or as shown on the drawings.
- C. Drive anchor assembly into the ground using either hand or paver equipment.
- D. Leave 1"-2" of anchor assembly above the surface.
- E. Attached sign post to anchor base assembly using galvanized bolts.
- F. Mount signs on post using galvanized bolts.
- G. Drill through asphalt or concrete, as required for signpost location.
- H. Install sign posts plumb and level, anchored rigid and secure.
- I. Upon completion, re-examine work and correct to insure that installation is firm, tight, anchored, in true

alignment with neat fits, without distortions, unsightly fastenings, raw edges or protrusions.

- 3.2 SIGNS
  - A. Securely attach to supporting posts with concealed fasteners in accordance with manufacturer's recommendations.
  - B. Clean surfaces.
- 3.3 CLEANUP
  - A. Upon completion, clean work areas by removing debris, surplus material and equipment from the site.

#### END OF SECTION 10 14 53

SECTION 26 05 00 – COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL:

- 1.1 RELATED DOCUMENTS:
  - A. All drawings associated with the entire project, including general provisions of the Contract, including The General Conditions of the Contract for Construction, General and Supplementary Conditions and Division-1 Conditions specification sections shall apply to the Division 26 specifications and drawings. The Contractor shall be responsible for reviewing and becoming familiar with the aforementioned and all other Contract Documents associated with the project.
  - B. Where contradictions occur between this section and Division 01, the more stringent requirement shall apply.
  - C. Contractor shall be defined as any and all entities involved with the construction of the project.
- 1.2 SUMMARY:
  - A. This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of Division 26 and Division 28. It expands and supplements the requirements specified in sections of Division 1 through 50.
- 1.3 ELECTRICAL INSTALLATIONS:
  - A. Drawings are diagrammatic in character and do not necessarily indicate every required conduit, box, fitting, etc.
  - B. Drawings and specifications are complementary. Whatever is called for in either is binding as though called for in both. Report any discrepancies to the Engineer and obtain written instructions before proceeding. Where any contradictions occur between the specifications and the drawings the more stringent requirement shall apply. The contractor shall include pricing for the more stringent and expensive requirements.
  - C. Drawings shall not be scaled for rough-in measurements or used as shop drawings. Where drawings are required for these purposes or have to be made from field measurement, take the necessary measurements and prepare the drawings.
  - D. The exact location for some items in this specification may not be shown on the drawings. The location of such items may be established by the Engineer during the progress of the work.
  - E. The contractor shall make the installation in such a manner as to conform to the site, avoid obstructions, preserve headroom and keep openings and passageways clear, without further instructions or costs to the Owner. All equipment shall be installed so access is maintained for serviceability.
  - F. Before any work is begun, determine that equipment will properly fit the allocated space and that conduit can be run as contemplated without interferences between systems, with structural elements or with the work of other trades.

- G. Verify all dimensions by field measurements.
- H. Install electrical equipment to facilitate maintenance and repair or replacement of equipment components as much as practical, and connect equipment for ease of disconnecting and removal with minimum of interference with other installations.
- I. Make allowance for expansion and contraction for all building electrical components and conduit systems that are subject to such.
- J. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.

#### 1.4 COORDINATION:

- A. Work out all installation conditions in advance of installation. The Contractor shall be responsible for preparing coordination drawings, showing all work, in all areas. The Contractor shall be responsible for providing all labor and material necessary to overcome congested conditions at no increase in contact sum. The Contractors base bid shall include any and all time and manpower necessary to develop such coordination efforts and drawings. Increases to contract sum or schedule shall not be considered for such effort.
- B. Provide proper documentation of equipment, product data and shop drawings to all entities involved in the project. Coordination shall include, but not be limited to the following:
- C. Coordination Drawings:
  - 1. Coordination drawings shall be prepared by the Contractor for his utilization and are his responsibility to assure systems will be installed in a manner to allow all systems to function properly.
  - 2. Coordination drawings are informational submittals. Submit coordination drawings to Engineer for information only to document proper coordination of all portions of work and that coordination issues have been identified and resolved prior to submitting to the Engineer and prior to commencing construction in each affected area. The review of the coordination drawings by the Engineer does not constitute a relief of responsibility of the Contractor or a change to the contract documents. The Contractor shall have sole responsibility in developing a fully coordinated and integrated ceiling cavity.
  - 3. CADD Drawings: Electronic AutoCAD drawings are available for purchase by the Contractor from the Engineer. Contact Engineer for further information in acquiring CADD drawings. The Engineers Construction documents cannot be used directly for coordination drawings. They are for information and initial coordination only.
  - 4. Wiring Diagrams: Provide wiring diagrams indicating: field installed electrical power; control wiring; cabling layouts; overcurrent protective devices; equipment, and equipment connections.
- D. Existing Conditions:
  - 1. Contractor shall carefully survey existing conditions prior to bidding work.
  - 2. Contractor shall be responsible for showing all existing conditions on the coordination drawings.
  - 3. Provide proper coordination of electrical work with existing conditions.
  - 4. Contactor shall report any issues or conflicts immediately to Engineer before commencing with work and prior to purchasing equipment and materials.

#### 1.5 COORDINATION WITH OTHER DIVISIONS:

- A. General:
  - 1. Coordinate all work to conform to the progress of the work of other trades.
  - 2. Complete the entire installation as soon as the condition of the building will permit. No extras will be allowed for corrections of ill-timed work, when such corrections are required for proper installation of other work.
- B. Support Dimensions: Provide dimensions and drawings so that concrete bases and other equipment supports to be provided under other sections of the specifications can be built at the proper time.
- C. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.
- D. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.
- E. Modifications required as result of failure to resolve interferences, provide correct coordination drawings or call attentions to changes required in other work as result of modifications shall be paid for by responsible Contractor/Subcontractor.

#### 1.6 DESIGN WORK REQUIRED BY CONTRACTOR:

- A. The construction of this project requires the Contractor to include the detailing and design of several systems and/or subsystems. All such design work associated with the development of the coordination drawings shall be the complete responsibility of the Contractor.
- B. The Contractor shall take the full responsibility to develop and complete routing strategies which will allow fully coordinated system to be installed in a fully functional manner. The Engineers contract drawings shall be for system design intent and general configurations.
- C. Systems or subsystems which require design responsibility by the contractor include but are not limited to:
  - 1. Temporary Facilities
  - 2. Utility Company Coordination details

#### 1.7 PROJECT CONDITIONS:

- A. The contractor shall be required to attend a pre-bid walk-thru and shall make themselves familiar with the existing conditions. No additional costs to the Owner shall be accepted for additional work for existing conditions.
- B. Field verify all conditions prior to submitting bids.
- C. Report any damaged equipment or systems to the Owner prior to any work.
- D. Protect all work against theft, injury or damage from all causes until it has been tested and accepted.

- E. Be responsible for all damage to the property of the Owner or to the work of other contractors during the construction and guarantee period. Repair or replace any part of the work which may show defect during one year from the final acceptance of all work, provided such defect is due to imperfect material or workmanship and not due to the Owner's carelessness or improper use.
- F. The Contractor shall coordinate and co-operate with Owner at all times for all new to existing connections.
- G. Provide temporary electrical connections where required to maintain existing areas operable.
- H. Coordinate all services shut-down with the Owner; provide temporary services. Coordinate any required disruptions with Owner, at a minimum one week in advance.
- 1.8 SAFETY:
  - A. Refer to Division 01.
- 1.9 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:
  - A. Refer to Division 01 and conform with the Owners requirements.
- 1.10 REQUIREMENTS OF REGULATORY AGENCIES:
  - A. Refer to Division 01.
  - B. Execute and inspect all work in accordance with Underwriters Laboratories (UL), and all local and state codes, rules and regulations applicable to the trade affected as a minimum, but if the plans and/or specifications call for requirements that exceed these rules and regulations, the more stringent requirement shall be followed. Follow application sections and requirements and testing procedures of NFPA, IEEE, NEMA, CBM, ANSI, NECA, ICEA, NETA, and IETA.
  - C. Comply with standards in effect at the date of these Contract Documents, except where a standard or specific date or edition is indicated.
  - D. Energy Codes: All equipment and installations shall conform to Federal, State, and local Energy Conservation Standards.
  - E. The handling, removal and disposal of regulated liquids or other materials shall be in accordance with U.S. EPA, state and local regulations.
  - F. The handling, removal and disposal of lead based paint and other lead containing materials shall comply with EPA, OSHA, and any other Federal, State, or local regulations.
  - G. After entering into contract, Contractor will be held to complete all work necessary to meet these requirements without additional expense to the Owner.
  - H. All material used on this project shall be UL listed and labeled and be acceptable to the authority having jurisdiction as suitable for the use intended.

#### 1.11 REQUIREMENTS OF LOCAL UTILITY COMPANIES:

- A. Comply with rules and regulations of local utility companies. Include in bid the cost of all meter boxes, meters and such accessory equipment which will be required but not provided by Local Utility Company for the project.
- B. Utility Connections:
  - 1. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies and controlling agencies. Provide required connection for each service.
  - 2. The contract documents indicate the available information on existing utilities and services and on new services (if any) to be provided to the project by utility companies and agencies. Notify Engineer immediately if discrepancies are found.
  - 3. Coordinate electrical utility interruptions at least one week in advance as approved in writing with the Owner and the Utility Company. Plan work so that duration of the interruption is kept to a minimum.
  - 4. Nominal System Voltages have been identified on the contract documents. Coordinate and install relay settings, circuit breaker settings, generator output settings, transformer taps, etc. with measured utility voltage obtained from the Utility. Identify Phase rotation and other parameters with Shop Drawings for Service Entrance Equipment Submittals.
  - 5. Provide Utility Company approved equipment and install all CT enclosures/bus, conduit and wiring, meter sockets, connection cabinets, etc. as required by Serving Utility. Locate final Meter location in conjunction with Utility representative and coordinate with Engineer.
  - 6. Make all applications for service including Temporary services for construction and coordinate service requirements. Arrange and pay for all Utility fees and costs of electricity until final services are transferred to owner.
  - 7. Document final phase rotation, voltages on each phase, neutral and ground currents and voltages once serving Utility services are connected at service entrance location. Adjust tap, relay, and other settings as necessary for delivered Utility electric services. Submit final configurations and values with Testing and Equipment Settings Report.

#### 1.12 PERMITS AND FEES:

- A. Refer to Division 01.
- B. Contractor shall pay all fees required for connection to municipal and public utility facilities.
- C. Contractor shall arrange for and pay for all inspections, licenses and certificates required in connection with the work.

#### 1.13 TEMPORARY FACILITIES:

- A. Light, Heat, Power, Etc. Responsibility for providing temporary electricity, heat and other facilities shall be as identified in these specifications, as shown on the drawings and as specified in Division 01.
- B. Existing exterior distribution equipment and devices shall not be used without written permission of the Owner. If used for temporary power, the equipment shall be properly maintained and any damage resulting from use shall be repaired by the Contractor. The guarantee period for new equipment shall not begin until the equipment is turned over to the Owner.

University of Colorado Denver | Anschutz Medical Campus Breckenridge Parking Lot Improvements

C. If AC power systems or their backup systems serving telecommunications, computer equipment, or their associated HVAC equipment and controls are taken out of service, for any reason, the Contractor shall be responsible for providing temporary systems during the period when the AC power systems or their backup systems are out of service. The Contractor shall be responsible for providing temporary power to all loads being interrupted.

#### 1.14 PRODUCT OPTIONS AND SUBSTITUTIONS:

- A. Refer to the Instructions to Bidders and Division 01.
- B. The burden of proof that proposed equipment is equal in size, capacity, performance, and other pertinent criteria for this specific installation, or superior to that specified is up to the Contractor. If substitutions are not granted, the specified materials and equipment must be installed. Where substituted equipment is allowed, it shall be the Contractor's responsibility to notify all related trades of the accepted substitution and to assume full responsibility for all costs caused as a result of the substitution.
- C. Materials and equipment of equivalent quality shall be submitted for substitution prior to bidding. This may be done by submitting to the Engineer at least ten (10) working days prior to the bid date requesting prior review. This submittal shall include all data necessary for complete evaluation of the product.
  - 1. Substitutions shall be allowed <u>only</u> upon the written approval of the Engineer NO EXCEPTIONS.
  - 2. The Contractor shall be responsible for removal, replacement and remedy of any system or equipment which has been installed which does not meet the specifications and scheduled performance or which does not have prior approval.

#### 1.15 SUBMITTALS:

- A. General
  - 1. Refer to the Conditions of the Contract (General and Supplementary), Division 01.
  - 2. Contractor shall provide a submittal schedule appropriate for the size and schedule of the project. Limit the number of large submittals being reviewed at one time and coordinate timing of sections that are dependent on each other.
  - 3. The Contractor shall identify any "long lead time" items which may impact the overall project schedule. If these submittal requirements affect the schedule, the Contractor shall identify the impacts and confer with the Engineer within two weeks of entering into the contract.
  - 4. The front of each submittal package shall be identified with the specification section number, job name, Owner's project number, date, Prime Contractor and Subcontractor's names, addresses, and contact information, etc. Each Specification Section shall be submitted individually and submittal shall be tabbed for the equipment/materials/etc. within the section. Submittals that are not complete with the required information will not be reviewed and will be sent back to be corrected.
  - 5. Submittals shall be provided electronically. All electronic submittals need to be complete with all design information and stamped for conformity by the contractor. Submittals will be reviewed, marked appropriately and returned by the same means received.
  - 6. An index shall be provided which includes:
    - a. Product
    - b. Specification Section
    - c. Manufacturer and Model Number

- 7. Submittal schedule shall be provided for review within four (4) working weeks from award of contract to successful bidder.
- B. Basis of Design: The manufacturer's material or equipment listed first in the specifications or on the drawings are the basis of design and are provided for the establishment of size, capacity, grade and quality. If alternates are used in lieu of the first names, the cost of any changes in construction required by their use shall be borne by this Contractor.
- C. All equipment shall conform to the State and local Energy Conservation Standards
- D. Contractor Review: Submittal of shop drawings, product data, and samples will be accepted only when submitted by the Contractor. Each submittal shall be reviewed by the contractor for general conformance with contract requirements and stamped by the respective contractor prior to submittal to the Engineer. Any submittal not stamped or complete will be sent back. Data submitted from subcontractors and material suppliers directly to the Engineer will not be processed unless written prior approval is obtained by the Contractor.
- E. Submittal Review Process: Before starting work, prepare and submit to the Engineer shop drawings and descriptive product data required for the project. Continue to submit in the stated format after each Engineer's action until a "No Exception Taken" or "Make Correction Noted" action is received. When a "Make Corrections Noted" is received, make the required corrections for inclusion in the operation and maintenance manual (O&M). Submittals marked "Make Corrections Noted" shall not be resubmitted during the submittal process. Unless each item is identified with specification section and sufficient data to identify its compliance with the specifications and drawings, the item will be returned "Revise and Resubmit". Where an entire submittal package is returned for action by the Contractor, the Engineer may summarize comments in letter format and return the entire set. Submittals shall be prepared per the requirements listed in each Division 26 Section.
- F. The Design Professional's review and appropriate action on all submittals and shop drawings is only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include:
  - 1. Accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes
  - 2. Construction means or methods
  - 3. Coordination of the work with other trades
  - 4. Construction safety precautions
- G. The Design Professional's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Professional's judgment to permit adequate review. Review of a specific item shall not indicate that the Design Professional has reviewed the entire assembly of which the item is a component.
- H. The Design Professional shall not be responsible for any deviations from the contract documents not brought specifically to the attention of the Design Professional in writing by the Contractor. This shall clearly identify the design and the specific element which vary from the Design. The Contractor shall be responsible for all remedy for lack of strict conformance associated with this criteria.

- I. The Design Professional shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- J. If more than two submittals (either for product data, shop drawings, record drawings, test reports, or O&M's are made by the Contractor, the Owner reserves the right to charge the Contractor for subsequent reviews by their consultants. Such extra fees shall be deducted from payments by the Owner to the Contractor.
- K. The contractor shall cloud all changes made on submittals that are marked "Revise and Resubmit."
- L. Required Submittals: Provide submittals for each item of equipment specified or scheduled in the contract documents. See table at the end of this section.
- M. Submit letters certifying compliance with ANSI standards for medium or high voltage gear. These letters shall be signed by a corporate officer and shall list applicable standards. Letters signed by local representatives will not be acceptable.
- N. Submit proposed changes to electrical room or other equipment room layouts when revised from contract documents prior to installation.
- O. Mark submittals with designations as shown on the drawings and identify as required by Specification Sections. Identification shall contain the information as required in details and each label shall be submitted in list form with disconnects, MCC's, panelboards, switchboards, overcurrent protection devices and utilization equipment.
- 1.16 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:
  - A. Product Listing:
    - 1. Prepare listing of major electrical equipment and materials for the project, within (2) two weeks of signing the Contract Documents and transmit to the Engineer.
      - a. Provide all information requested.
      - b. Submit this listing as a part of the submittal requirement; see Paragraph 1.15 "PRODUCT OPTIONS AND SUBSTITUTIONS."
    - 2. Unless otherwise specified, all materials and equipment shall be of domestic (USA) manufacture and shall be of the best quality used for the purpose in commercial practice.
    - 3. When two or more items of same material or equipment are required (lighting, wiring devices, switchgear, panelboards, protective devices, etc.) they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials steel bar stock, welding rods, solder, fasteners, except as otherwise indicated.
      - a. Provide products which are compatible within systems and other connected items.
    - 4. For conduit, wire and fittings, the Contractor shall select a prime and alternate manufacturer from the list of acceptable manufacturers provided in the appropriate sections of this Division. The prime and alternate manufacturers shall be identified in the product listing. The contractor shall make every effort to use the prime manufacturer for the entire project. If products from this manufacturer are unavailable, the Contractor shall use the listed alternate with the following provisions.
      - a. Wire: All wire placed in a single conduit or installed in multiple conduits making up parallel feeders shall be of the same manufacturer.

- b. Conduit and Fittings: All conduits and fittings installed exposed within the same room or immediate area shall be of the same manufacturer.
- B. Schedule of Values
  - 1. Provide Preliminary Schedule of Values to Engineer with product data submittal within four (4) weeks from award of contract to successful bidder. Provide according to the following descriptions:
    - a. General Construction
    - b. Demolition
    - c. Service/Distribution
    - d. Lighting Exterior
    - e. Lighting Controls
    - f. Basic Materials/Devices/Connections
  - 2. Provide a final Schedule of Values at close-out of project including updated values based on actual installation.
- C. Product Data:
  - 1. Where pre-printed data covers more than one distinct product, size, type, material, trim, accessory group or other variation, mark submitted copy with black pen to indicate which of the variations is to be provided.
  - 2. Delete or mark-out portions of pre-printed data which are not applicable.
  - 3. Where operating ranges are shown, mark data to show portion of range required for project application.
  - 4. For each product, include the following:
    - a. Sizes.
    - b. Weights.
    - c. Speeds.
    - d. Capacities.
    - e. Conduit and electrical connection sizes and locations.
    - f. Statements of compliance with the required standards and regulations.
    - g. Performance data.
    - h. Manufacturer's specifications.
    - i. Housing and proposed Finishes.
    - j. NEMA or other ratings that apply.
- D. Shop Drawings:
  - 1. Shop Drawings are defined as electrical system layout drawings prepared specifically for this project, or fabrication and assembly type drawings of system components to show more detail than typical pre-printed materials.
  - 2. Prepare Electrical Shop Drawings, except diagrams, to accurate scale, min 1/8"-1'-0", Electrical rooms shall be 1⁄4"-1'-0" unless otherwise noted.
  - 3. Shop drawings shall include:
    - a. Proposed equipment installations.
    - b. Electrical characteristics and connection requirements.
    - c. Wiring diagrams shall showing all components, internal connecting wiring, and contractor connection requirements including terminal blocks/lugs, wire sizes, etc.
- E. Coordination Drawings: See separate paragraph of this specification section.

- F. Test Reports:
  - 1. Submit test reports which have been signed and dated by the accredited firm or testing agency performing the test.
  - 2. Prepare test reports in the manner specified in the standard or regulation governing the test procedure (if any) as indicated.
  - 3. Submit test reports as required for O & M manuals.
- G. Operation and Maintenance Data: See separate paragraph of this specification section.
- H. Equipment Settings Report: Submit Equipment Settings Report for each device indicating final configurations and settings.
  - 1. Provide report of settings, parameters, programing inputs and parameters, etc., installed at each piece of electrical equipment that allows adjustments to be made in the field and those set at the factory. The report shall be arranged by specification section and each piece of equipment broken out individually or by listing of equipment if the same settings are installed in multiple pieces of equipment.
  - 2. In addition to the requirements above, include within this report any individual ground fault system settings; zone interlock operational settings; Arc Flash reduction schemes and levels; transfer switch settings including time delays and upstream protection device settings with copies of listed OCPD's for each ATS; settings of monitoring equipment including trip levels and alarm levels; Generator settings; phase rotation documentation; lighting control settings with associated timer settings; electrical interlock and/or kirk key system descriptions; posted operational signage; and any other pertinent information.
  - 3. Report shall be submitted and received by the Engineer at least fifteen calendar days prior to the contractor's request for final observation. Include in the O & M Manual after review and "No Exceptions Taken" has been accomplished.
- I. Record Drawings: See separate paragraph of this specification section.
- 1.17 DELIVERY, STORAGE AND HANDLING:
  - A. Refer to the Division 01, Sections on Transportation and Handling and Storage and Protection.
  - B. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling.
  - C. Check delivered equipment against contract documents and submittals.
  - D. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage and weather.
  - E. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

### 1.18 DEMOLITION/REMODEL WORK:

- A. Refer to Division 1 Section on Summary of work for requirements on working in Owneroccupied areas of the existing building and Division 2 section on selective demolition. The following paragraphs supplement the requirements of other Divisions.
- B. During the demolition phase of this contract it is the responsibility of this Contractor to carefully remove existing equipment, conduits, boxes, and related items either as shown on the demolition drawings as being removed, or as required for the work. These items shall be tagged, protected from damage and stored as directed by the Owner. A list of all items stored shall be turned over to the Engineer. At the completion of the remodeling work or when directed by the Engineer, all stored items not reused or wanted by the Owner shall be removed from the premises.
- C. The project involves renovation and remodel of the existing building. On the drawings, work may be denoted by showing items as bold or light line weight and certain renovation symbols are used. These indications and symbols are amplified as follows:
  - 1. **Bold Print** (when used): Work included in this contract is denoted in bold print or darker line weight.
  - 2. Light Print (when used): Work shown lightly indicates existing conditions to remain.

R = Existing item to be removed. Contractor shall remove the existing item and the associated existing wiring. Where the raceway serving the equipment is accessible (via removal of suspended ceiling, crawl space, etc.) the raceway shall also be removed. Where the removal of a raceway leaves visible evidence on an existing surface which is not being repaired or replaced by the General Contractor, this contractor shall repair the surface. Where the existing raceway is concealed, the outlet box shall be cleaned, and a blank cover-plate installed. Where the concealed raceway is uncovered by demolition performed by the General Contractor, the raceway shall be removed (or extended to new location if appropriate).

E = Existing item to remain, may necessitate removal and reinstallation to facilitate new work, maintain circuit continuity. Contractor shall perform the following function based upon the item to remain:

Luminaires - Remove only if required for new work and clean and reinstall.

ER = Existing item to remain, Replace device, maintain circuit continuity. Contractor shall perform the following function based upon the item to remain:

Luminaires - Clean and install new lamps.

RL = Existing item to be Relocated. Contractor shall remove the existing item, and store in a safe place. The existing item shall be relocated to the new position as called for on the drawings. At Contractor's option, the existing wiring may be extended (unused boxes shall be removed and conduit and wiring extended from nearest concealed box unless specifically noted otherwise), or new wiring may be run from the source. Based upon the item to be relocated, the Contractor shall perform the following function:

Luminaires - Clean and reinstall in new location.

RR = Remove and Reinstall. Existing item to be Removed and Reinstalled to facilitate new work.

- D. Existing equipment that is removed and not scheduled to be reused shall remain the property of the Owner and be delivered for disposition unless specifically indicated otherwise and shall be stored in a location designated by the Owner. Items which are removed and not wanted by the Owner shall become the property of the Contractor and shall be removed from the site.
- E. Existing equipment that is removed and is to be reused shall be cleaned, serviced and operable before being reinstalled.
- F. Revise panelboard schedules to reflect removal or relocation of equipment. Circuit integrity of equipment in adjacent areas shall be left intact.
- G. Where remodeling interferes with existing circuits and equipment which are not to be removed, such circuits and equipment shall be reworked and relocated as required to complete the project.
- H. The Contractor shall remove all distribution equipment, conductors, etc., which are indicated to be removed or which must be removed to accommodate demolition. Equipment to be removed may require reworking conduit and wiring in order to maintain service to other equipment.
- I. Where remodeling interferes with circuits serving areas outside of the project or phase limits or which are remodeled in later phases of the project, circuits shall be reworked or temporary circuits provided as required.
- J. Existing equipment and circuiting shown are based on field surveys and/or Owner furnished drawings. The Contractor shall verify conditions as they exist with necessary adjustments being made to the drawing information.
- K. Coordinate the routing of all conduits with the existing mechanical and plumbing systems in order to avoid conflicts with ducts, pipes, etc. Where existing electrical boxes, conduit, or equipment interfere with installation of new ducts, plumbing, walls, soffits, luminaires, outlets, etc., the Contractor shall resolve the conflict with the appropriate trade.
- L. Reuse of existing luminaires, devices, conduits, boxes, or equipment will be permitted only where specifically indicated on the drawings or allowed under the appropriate section of the specifications.
- M. Electrical Outages: Electrical outages must be held to a minimum. The Contractor shall submit a Method of Procedure (MOP) for each outage to the Owner, detailing the reasons for the outage, areas affected, sequence of procedures to accomplish work, estimated maximum length of time along with the date and time of day outage will occur. The Contractor shall meet with the Owner to set a schedule and date for the outage based on the MOP. Due to the critical implications of power outages, the Owner may direct the Contractor as to the time of day or night and date an outage may take place.
  - 1. The Contractor will be responsible for providing temporary power required for the duration of the outages. The required outages to connect and disconnect the temporary power will require a MOP as described above.
  - 2. Log each approved and implemented MOP and submit with O&M Manuals.
- N. PCB Ballasts: PCB type ballasts may be present in existing luminaires. If PCB ballasts are discovered by the Contractor, report such occurrence to the Owner immediately.

The Contractor shall remove and dispose of PCB type ballasts at an E.P.A. (Environmental Protection Agency) approved site in the prescribed manner acceptable to the EPA. The Contractor shall pay all fees associated with this work.

- O. Hazardous Material: If suspected hazardous material, in any form, is discovered by this Contractor in the process of his work, he shall report such occurrence to the Owner immediately. The Owner will determine the action to be taken. Hazardous material removed is not a part of the work to be done under this Division.
- P. Lamp Disposal: Contractor is responsible for sending removed lamps to be recycled. The Contractor shall ensure the recycling agency meets RCRA and CERCLA regulations. Provide certificate of compliance in O&M Manuals.

# 1.19 CUTTING AND PATCHING:

- A. Cutting and patching of electrical equipment, components, and materials may be required for removal and legal disposal of selected materials, components, and equipment. Coordinate the cutting and patching of building components to accommodate the installation of electrical equipment and materials.
- B. Refer to the Division 1 Section covering cutting and patching for general requirements.
- C. Do not endanger or damage installed Work through procedures and processes of cutting and patching.
- D. Arrange for repairs required to restore other work, because of damage caused as a result of electrical installations.
- E. No additional compensation will be authorized for cutting and patching Work that is necessitated by ill-timed, defective, or non-conforming installations.
- F. Perform cutting, fitting, and patching of electrical equipment and materials required to:
  - 1. Uncover Work to provide for installation of ill-timed Work;
  - 2. Remove and replace defective Work;
  - 3. Remove and replace Work not conforming to requirements of the Contract Documents;
  - 4. Remove samples of installed Work as specified for testing;
  - 5. Install equipment and materials in existing structures;
  - 6. Upon written instructions from the Engineer, uncover and restore Work to provide for Engineer observation of concealed Work.
- G. Cut, remove and legally dispose of selected electrical equipment, components, and materials as indicated, including, but not limited to removal of conductors, conduit, luminaires, boxes, devices and other electrical items made obsolete by the new Work.
- H. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- I. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
- J. Locate, identify, and protect electrical services passing through remodel or demolition area and serving other areas required to be maintained operational.

K. When coring is required or identified, an x-ray of the area is to be taken prior to the performance of the work operation. X-ray work requires an MOP and protection.

# 1.20 ROUGH-IN:

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- B. Refer to equipment shop drawings and manufacturer's requirements for actual provided equipment for rough in requirements.
- C. Work through all coordination before rough-in begins.

# 1.21 ACCESSIBILITY:

- A. Install equipment and materials to provide required code clearances and access for servicing and maintenance. Coordinate the final location to ensure proper access for all trades. Allow ample space for removal of parts, fuses, lamps, etc. that require replacement or servicing.
- B. Extend all conduits so that junction and pull boxes are in accessible locations.

# 1.22 TESTING:

- A. Submit test reports as outlined in Division 01 Sections on Quality Control Services and each Division 26 Section.
- B. Testing as required by these specifications shall pertain to all equipment, wiring, devices, etc. installed under this contract and being reused.
- C. General Scope:
  - 1. Perform all tests and operational checks to assure that all electrical equipment, both Contractor and Owner-supplied, is operational within industry and manufacturer's tolerances and is installed in accordance with design specifications.
  - 2. The tests and operational checks shall determine the suitability for energization.
  - 3. Schedule tests and give a minimum of two weeks advance notice to the Engineer. Reschedule testing for Owner convenience if required.
- D. Test Report: Submit the completed report to the Engineer no later than fifteen (15) days after completion of test unless directed otherwise. The test report shall be bound and its contents certified. A final compilation of all Test Reports shall be submitted with the Testing and Equipment Settings Report (Refer to Operation and Maintenance Data paragraphs).
- E. Each test report shall include the following:
  - 1. Project information including: Building, name, address, date, and other pertinent information.
  - 2. List of equipment tested.
  - 3. Description of test.
  - 4. List of test equipment used and calibration date.
  - 5. Baseline, acceptable, or published target value for test with code or standard reference indicating where value was derived.
  - 6. Test results that summarize all measured values with baseline values.

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- 7. Conclusions and recommendations.
- 8. Appendix, including appropriate test forms that show all measured values.
- F. Failure to Meet Test:
  - 1. Any system material or workmanship which is found defective on the basis of performance tests shall be reported directly to the Engineer.
  - 2. All failed tests shall be sent immediately by email to Engineer with proposed corrective action and proposed re-test date and time.
  - 3. Contractor shall replace the defective material or equipment as necessary, and have test repeated until test proves satisfactory without additional cost to the Owner.
- G. The testing agency shall have a calibration program which maintains all applicable test instrumentation within rated accuracy. The accuracy shall be traceable to the National Institute of Standards and Technology (NIST) in an unbroken chain. Instruments shall be calibrated in accordance with the following frequency schedule:
  - 1. Field Instruments: 6 months
  - 2. Laboratory Instruments: 12 months
  - 3. Leased specialty equipment: 12 months. (Where accuracy is guaranteed by lessor
  - 4. Dated calibration labels shall be visible on all test equipment.

# 1.23 EXCAVATING AND BACKFILLING:

- A. General:
  - 1. Provide all necessary excavation and backfill for installation of electrical work in accordance with Division 02.
  - In general, follow all regulations of OSHA as specified in Part 1926, Subpart P, "Excavations, Trenching and Shoring." Follow specifications of Division 26 as they refer specifically to the electrical work.
- B. Contact Owners of all underground utilities to have them located and marked, at least 2 business days before excavation is to begin. Prior to starting excavation, brief employees on marking and color codes and train employees on excavation and safety procedures for Utilities including electrical lines and natural gas lines. When excavation approaches electrical or gas lines, expose lines by carefully probing and hand digging.
- C. Trenching:
  - 1. Provide all necessary pumping, cribbing and shoring.
  - 2. Walls of all trenches shall be a minimum of 6 inches clearance from the side of the nearest electrical work. Install conduits with a minimum of 6 inches (or as identified on the drawings) clearance between them when located in same trench.
  - 3. Dig trenches to depth, width, configuration, and grade appropriate to the materials being installed. Dig trenches to 6 inches below the level of the bottom of the material to be installed. Install 6 inches bed of sand, pea gravel, or squeegee, mechanically tamp to provide a firm bed, true to line and grade without irregularity. Provide depressions only at hubs, couplings, flanges, or other normal protrusions.
- D. Backfilling shall not be started until all work has been inspected, tested and accepted. All backfill material shall be accepted by the soils engineer. In no case shall lumber, metal or other debris be buried in with backfill.

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- 1. Provide warning tape for marking and locating underground utilities. Tape shall be specifically manufactured for this purpose and shall be polyethylene film, 6 inches wide, 0.004 inches thick and have a minimum strength of 1750 psi. Tape shall carry continuous inscription naming the specific utility.
  - a. Tape shall have magnetic strip and be used for exterior underground system only.
- E. Trench Backfill
  - 1. Backfill to 4 inches above top of conduits with sand, the same as used for conduit bed, compact properly.
  - 2. Continue backfill to finish grade, using friable material free of rock and other debris. Install in 6 inch layers, each properly moistened and mechanically compacted prior to installation of ensuing layer. Compaction by hydraulic jetting is not permissible.
- F. After backfilling and compacting, any settling shall be refilled, tamped, and refinished at contractor's expense.
- G. This contractor shall repair and pay for any damage to finished surfaces.
- H. Backfill near manholes or hand holes using sand, installing it in 6 inch layers to 4 inches above the shallowest conduit. Use suitable excavated material to complete the backfill, installed in 6 inch layers and mechanically compacted to seal against water infiltration. Compact to 95% below paving and slabs and 90% elsewhere.
- I. Use suitable excavated material to complete the backfill, installed in 6 inch lifts and mechanically compacted to seal against water infiltration. Compact to 95 percent for the upper, 30 inches below paving and slabs and 90 percent elsewhere.
- 1.24 CLEANING:
  - A. Refer to the Division 01 Section on project closeout or final cleaning for general requirements for final cleaning.
  - B. Clean all luminaires, lamps and lenses per manufacturer's recommendations prior to final acceptance. Replace all inoperative lamps.

# 1.25 RECORD DOCUMENTS:

- A. Refer to the Division 01 Section on Project Closeout or Project Record Documents for requirements. The following paragraphs supplement the requirements of Division 01.
- B. Keep a complete set of record document prints in custody during entire period of construction at the construction site. Documents shall be updated on a weekly basis.
- C. Mark Drawings to indicate revisions to conduit size and location both exterior and interior; actual equipment locations, dimensioned from column lines; concealed equipment, dimensioned to column lines; distribution and branch electrical circuitry; fuse and circuit breaker size and arrangements; support and hanger details; concealed control system devices, and any other relevant deviations from the Contract Documents.
- D. Mark shop drawings to indicate approved substitutions; Addenda; Change Orders; actual equipment and materials used.

- E. Schedules:
  - 1. Mark luminaire schedule on drawings to indicate manufacturer and complete catalog numbers of installed equipment.
  - 2. Mark schedules including panelboard, switchboard, motor control center, mechanical, kitchen and similar equipment schedules on drawings to indicate installed equipment and materials used, and any deviations or revisions to electrical load data and calculations.
- F. Revisions to the Contract Documents shall be legible and shall be prepared using the following color scheme.
  - 1. Red shall indicate new items, deviations and routing.
  - 2. Green shall indicate items removed or deleted.
  - 3. Blue shall be used for relevant notes and descriptions.
- G. At the completion of the project, obtain from the Engineer a complete set of the Contract Documents in a read-only electronic format (.pdf unless otherwise noted). This set will include all revisions officially documented through the Engineer. Using the above color scheme, transfer any undocumented revisions from the construction site record drawings to this complete set. Submit marked up and completed documents to the Engineer. This contract will not be considered completed until these record documents have been received and reviewed by the Engineer.
- H. Contractor may propose methods of maintaining record documents on electronic media. Obtain approval of Engineer and Owner prior to proceeding. Marked-up .pdf format readable by Bluebeam is preferred.
- I. One full size set of record drawing one line diagrams shall be posted in the electrical room and one half size set of the remaining electrical record drawings shall be bound with 3 Hole inserts and plastic cover and stored in the electrical room.
- 1.26 OPERATION AND MAINTENANCE DATA:
  - A. Refer to the Division 1 Section on project closeout or operation and maintenance data for procedures and requirements for preparation and submittal of maintenance manuals.
  - B. No later than four (4) weeks prior to the completion of the project provide complete set of operating and maintenance manuals, or as specified in Sections of Division 1 (whichever is more stringent). Operation and Maintenance Data shall be submitted in electronic format.
  - C. Operation and Maintenance Data: Submit operation and maintenance data in maintenance manual in accordance with requirements of applicable Division 26 Sections and Division 1. Provide Operating and Maintenance Instructions in electronic format covering all equipment furnished. Manuals shall include all information required below, as indicated in each Division 26 Section, and the following for each piece of equipment:
    - 1. The job name and address, contractor's name, address, and phone number, and each subcontractor's name, address, and phone number shall be identified at the front of the electronic submittal.
    - 2. Name, address and telephone number to be contacted of the local authorized service organization/company and individual to be contacted for service and maintenance for each item of equipment.

- 3. Submit operation and maintenance data, schedule of recommended service and parts lists for all materials and products specified and intended for installation. Include description of function, normal operating characteristics and limitations, fuse curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
- 4. Manufacturer's printed operating procedures to include start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shut-down, and emergency instructions; and summer and winter operating instructions.
- 5. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
- 6. Servicing instructions and lubrication charts and schedules.
- 7. Manufacturer's service manuals for all electrical equipment provided under this contract.
- 8. Complete equipment and protection wiring diagrams. All wiring diagrams shall show color coding of all connections and mounting dimensions of equipment.
- 9. Equipment identification numbers and adjustment clearly indicated for each piece of equipment.
- 10. Electrical System and Equipment Warranties.
- 11. Provide manuals tabbed and divided into major sections and special equipment. Mark the individual equipment when more than one model or make is listed on a page. Provide detailed table of contents.
- 12. Record Set of Shop Drawings: Shop drawings corrected to show as-built conditions. Transfer modifications from field set.
- 13. Equipment Testing Report including all test reports and Equipment Settings Report indicating final configurations and settings.
- D. This contract will not be considered completed nor will final payment be made until all specified material, including test reports, settings reports, and final Schedule of Values with all Electrical change order costs included and identified is provided and the manual is reviewed by the Engineer.

# 1.27 PROJECT CLOSEOUT LIST:

- A. In addition to the requirements specified in Division 1, complete the requirements listed below.
  - 1. The contractor shall be responsible for providing the items listed on the Electrical Submittal Checklist prior to applying for certification of substantial completion. Refer to individual specification sections for additional requirements (Checklist is located at the end of this section.)
  - 2. Final payment will not be authorized until all items on the final punch list have been complete.

# 1.28 WARRANTIES:

- A. Refer to the Division 1 Section on Warranties and Bonds for procedures and submittal requirements for warranties. Refer to individual equipment specifications for warranty requirements. In no case shall the warranty for the total electrical system be less than one year from date of acceptance by the Owner.
- B. Compile and assemble the warranties specified in Division 26, into a separated set of vinyl covered, three ring binders, tabulated and indexed for easy reference.
- C. Provide complete warranty information for each item. Information to include product or equipment description, date of beginning of warranty or bond; duration of warranty or bond; and names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

# 1.29 CONSTRUCTION REQUIREMENTS:

- A. The contractor shall maintain and have available at the jobsite current information on the following at all times:
  - 1. Up to date record drawings.
  - 2. Addenda
  - 3. Change Orders
  - 4. Submittals
  - 5. Site observation reports with current status of all action items.
  - 6. Test results; including recorded values, procedures, and other findings.
  - 7. Outage information.

END SECTION 26 05 00

# SECTION 26 05 19 – LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 - GENERAL

#### 1.1 SUMMARY:

- A. This section includes wires, cables, and connectors for power, lighting, signal, control, and related systems rated 600 volts and less.
- 1.2 QUALITY ASSURANCE:
  - A. Manufacturers: Firms regularly engaged in manufacture of electrical wire and cable products of types, sizes, and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years.
  - B. Installer's Qualifications: Firm with at least 3 years of successful installation experience with projects utilizing electrical wiring and cabling work similar to that required for this project.
  - C. Conform to applicable code regulations regarding toxicity of combustion products of insulating materials.
- 1.3 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product Data: Submit manufacturer's data on electrical wires, cables and connectors.
- 1.4 DELIVERY, STORAGE, AND HANDLING:
  - A. Deliver wire and cable properly packaged in factory- fabricated type containers, or wound on NEMA-specified type wire and cable reels.
  - B. Store wire and cable in clean dry space in original containers. Protect products from weather, damaging fumes, construction debris and traffic.
  - C. Handle wire and cable carefully to avoid abrading, puncturing and tearing wire and cable insulation and sheathing. Ensure that dielectric resistance integrity of wires/cables is maintained.
- PART 2 PRODUCTS
- 2.1 WIRES AND CABLES:
  - A. General: Provide wire and cable suitable for the temperature, conditions, and location where installed.
  - B. Conductors: Provide solid conductors and approved connectors for power, control, and lighting circuits 10 AWG and smaller. Provide stranded conductors for 8 AWG and larger.
  - C. Conductor Material: Provide copper for all wires and cables.

# 2.2 CONNECTORS:

- A. Description: Provide UL-type factory-fabricated, solderless metal connectors of sizes, ampacity ratings, materials, types and classes for applications and for services indicated. Use connectors with temperatures equal to or greater than those of the wires upon which used.
- B. Provide 2-hole compression lugs for all power feeder, neutral, and grounding connections when installed on bus bars. (Including phase, neutral and grounding conductors).
- C. Provide connectors that are designed to accept stranded conductors where stranded conductors are used.

PART 3 - EXECUTIONWIRE AND CABLE INSTALLATION SCHEDULE:

- A. Metal Clad Cable/HCF Not anticipated for project
- 3.2 INSTALLATION OF WIRES AND CABLES:
  - A. General: Install electrical cables, wires and connectors in compliance with applicable requirements of NEC, NEMA, UL, and NECA's "Standard of Installation", and in accordance with recognized industry practices.
  - B. Coordinate wire/cable installation work, including electrical raceway and equipment connection work, with other work.
  - C. Pull conductors simultaneously where more than one is being installed in same raceway. Use pulling compound or lubricant, where necessary; compound used must not deteriorate conductor or insulation.
  - D. Use pulling means including, fish tape, cable, rope and basket weave wire/cable grips which will not damage cables or raceway. Do not use rope hitches for pulling attachment to wire or cable.
  - E. Keep conductor splices to minimum. Splice only in accessible junction boxes. No splices are allowed in feeder, control or fire alarm wiring. Connect unspliced wire to numbered terminal strips at each end.
  - F. Install splices and taps which possess equivalent or better mechanical strength and insulation ratings than conductors being spliced.
  - G. Use splice and tap connectors which are compatible with conductor material.
  - H. Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Std. 486A.
  - I. Provide adequate length of conductors within electrical enclosures and train the conductors to terminal points with no excess. Bundle multiple conductors, with conductors larger than No. 10 AWG cabled to individual circuits. Make terminations so there is no bare conductor at the terminal.
  - J. Use solderless pressure connectors with insulating covers for copper wire splices and taps, 8 AWG and larger. For 10 AWG and smaller, use insulated screw on type spring wire connectors with plastic caps, push on type are not acceptable.

- K. Use copper compression connectors for copper wire splices and taps, 1/0 AWG and larger. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of the conductor.
- L. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- M. Thoroughly tape the ends of spare conductors in boxes and cabinets.
- N. Install exposed cable, parallel and perpendicular to surfaces, or exposed structural members, and follow surface contours, where possible.
- O. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by manufacturer. Provide ground jumper from outlet box to individual ground terminal of devices.
- P. Parallel conductors shall be cut to the same length.
- Q. Where conduit is not required, plenum rated cable shall be provided in ceiling, floor or other air plenum spaces.
- R. Provide wire training, lacing, labeling, and terminal blocks as required in panelboards and cabinets. All wiring shall be installed neat and be labeled to match wiring diagrams, control devices, etc.
  - 1. Make temporary connections to panelboard devices with sufficient slack conductor to facilitate reconnections required for balancing loads between phases.
- S. Color coding of switch legs, travelers, etc. shall be different and distinct from phase and neutral conductors. Where systems utilize two (2) different voltages, the color coding of switch legs, travelers, etc. shall be different and distinct for each voltage system.

# 3.3 FIELD QUALITY CONTROL:

- A. Test installed wires and cables with 1000 VDC megohm meter to determine insulation resistance levels to ensure requirements are fulfilled. Test shall be made on all feeders regardless of size and on all branch circuits with No. 4 AWG and larger conductors. The megger values obtained shall be compared to the minimum values listed in NETA. All phase conductors and cables shall be meggered after installation, and prior to termination. Submit test report.
- B. Prior to energization, test wires and cables for electrical continuity and for short-circuits.
- C. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units, and then retest to demonstrate compliance.

# 3.4 COLOR CODING SCHEDULE:

A. Color code secondary service, feeder, and branch circuit conductors as follows:

120/208 Volts	Phase
Black	А
Red	В
Blue	С

White	Neutral
Green	Ground

- B. Conductors shall be solid color for entire length.
- C. If solid color conductor insulation is not available and specific acceptance is given by the engineer for use of black conductor insulation, provide the following:
  - 1. Conductors 6 AWG and smaller shall be solid color for the entire length.
  - 2. Conductors 4 AWG and larger shall have either solid color insulation as specified above for the entire length or be black with color coding at each termination and in each box or enclosure. For a distance of 6 inches use half-lapped <sup>3</sup>/<sub>4</sub> inch plastic tape in the above specified color. Do not cover cable identification markings. Adjust tape locations to prevent covering of markings.

END OF SECTION 26 05 19

# SECTION 26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY:

- A. This Section includes solid grounding of electrical systems and equipment. It includes basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other sections of these Specifications.
- 1.2 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product data for ground rods, connectors and connection materials, and grounding fittings.
  - C. Wiring Diagrams: Submit wiring diagrams for electrical grounding and bonding work which indicates layout of ground rings, location of system grounding electrode connection, routing of grounding electrode conductors, also include diagrams for circuits and equipment grounding connections.
- 1.3 QUALITY ASSURANCE:
  - A. Listing and Labeling: Provide products specified in this Section that are listed and labeled. The terms "listed" and "labeled" shall be defined as they are in the National Electrical Code, Article 100.
  - B. Manufacturer's Qualifications: Firms regularly engaged in manufacture of grounding and bonding products, of types, and ratings required, and ancillary grounding materials, including stranded cable, copper braid and bus, grounding electrodes and plate electrodes, and bonding jumpers whose products have been in satisfactory use in similar service for not less than 5 years.
  - C. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with electrical grounding work similar to that required for project.

# PART 2 - PRODUCTS

- 2.1 GROUNDING AND BONDING PRODUCTS:
  - A. Products: Of types indicated and of sizes and ratings to comply with NEC. Where types, sizes, ratings, and quantities indicated are in excess of NEC requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.
  - B. Conductor Materials: Copper.
- 2.2 WIRE AND CABLE CONDUCTORS:
  - A. General: Comply with Division 26 Section on Wires and Cables. Conform to NEC, except as otherwise indicated, for conductor properties, including stranding.
  - B. Equipment Grounding Conductor: Green insulated.

- C. Grounding Electrode Conductor: Stranded cable.
- D. Bare Copper Conductors: Conform to the following:
  - 1. Solid Conductors: ASTM B-3
  - 2. Assembly of Stranded Conductors: ASTM B-8
  - 3. Tinned Conductors: ASTM B-33
- 2.3 MISCELLANEOUS CONDUCTORS:
  - A. Ground Bus: Bare annealed copper bars of rectangular cross section.
  - B. Braided Bonding Jumpers: Copper tape, braided No. 30 gage bare copper wire, terminated with copper ferrules.
  - C. Bonding Strap Conductor/Connectors: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.
- 2.4 CONNECTOR PRODUCTS:
  - A. General: Listed and labeled as grounding connectors for the materials used.
  - B. Pressure Connectors: High-conductivity-plated units.
  - C. Bolted Clamps: Heavy-duty units listed for the application.
  - D. Exothermic Welded Connections: Provided in kit form and selected for the specific types, sizes, and combinations of conductors and other items to be connected.
- 2.5 GROUNDING ELECTRODES:
  - A. Ground Rods: Copper-clad steel with high-strength steel core and electrolytic-grade copper outer sheath, molten welded to core.
    - 1. Size: 5/8" by 10 feet.

#### PART 3 - EXECUTION

#### 3.1 APPLICATION:

- A. Equipment Grounding Conductor Application: Comply with NEC for sizes and quantities of equipment grounding conductors, except where larger sizes or more conductors are indicated.
  - 1. Install separate insulated equipment grounding conductors with circuit conductors for the following in addition to those locations where required by Code:
    - a. Feeders and branch circuits.
    - b. Provide individual grounding and neutral conductors for each isolated ground receptacle. When individual or groups of isolated ground receptacles are on dedicated circuits, individual ground and neutral conductors for each circuit is acceptable.
  - 2. Nonmetallic Raceways: Install an insulated equipment ground conductor in nonmetallic raceways unless they are designated for telephone or data cables.

- B. Underground Conductors: Bare, tinned, stranded copper except as otherwise indicated.
- C. All systems shall be grounded in accordance with the NEC.

### 3.2 INSTALLATION:

- A. General: Ground electrical systems and equipment in accordance with NEC requirements except where the Drawings or Specifications exceed NEC requirements. Connect together system neutral, service equipment enclosures, exposed noncurrent carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground connectors, and plumbing systems.
- B. Ground Rods: Locate a minimum of two-rod lengths from each other and at least the same distance from any other grounding electrode. Interconnect ground rods with bare conductors buried at least 24 inches below grade. Connect bare-cable ground conductors to ground rods by means of exothermic welds except as otherwise indicated. Make these connections without damaging the copper coating or exposing the steel. Drive rods until tops are 6 inches below finished floor or final grade except as otherwise indicated.
- C. UFER Ground: Fabricate grounding electrode conductor by installing lengthwise in form for foundation or footings. Install so conductor is within 2 inches of the bottom of the concrete. Extend conductor below grade and connect to building grounding grid, grounding electrode, or ground bar as required and as shown on plan drawings and details.
- D. Labeling: Provide a phenolic tag for all grounding electrode conductors as described in section on Electrical Identification.
- E. Braided-Type Bonding Jumpers: Install to connect ground clamps on water meter piping to bypass water meters electrically. Use elsewhere for flexible bonding and grounding connections.
- F. Route grounding conductors along the shortest and straightest paths possible without obstructing access or placing conductors where they may be subjected to strain, impact, or damage, except as indicated.
- G. Where grounding conductors, grounding electrode conductors, or bonding conductors are nonexposed, identify each with a 6-inch band of green tape at each end and at 10 foot intervals. When run in conduits, provide color banding on conduit per section on Electrical Identification.

#### 3.3 CONNECTIONS:

- A. General: Make connections in such a manner as to minimize possibility of galvanic action or electrolysis. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to assure high conductivity and make contact points closer in order of galvanic series.
  - 2. Make connections with clean bare metal at points of contact.
  - 3. Coat and seal connections involving dissimilar metals with inert material such as red lead paint to prevent future penetration of moisture to contact surfaces.
- B. Exothermic Welded Connections: Use for connections to structural steel and for underground connections except those at test wells. Install at connections to ground rods and plate electrodes. Comply with manufacturer's written recommendations. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

- C. Terminate insulated equipment grounding conductors for feeders and branch circuits with pressure-type grounding lugs. Where metallic raceways terminate at metallic housings without mechanical and electrical connection to the housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to the ground bus in the housing. Bond electrically non-continuous conduits at both entrances and exits with grounding bushings and bare grounding conductors. Terminate each conductor on an individual ground lug terminal.
- D. Tighten grounding and bonding connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values for connectors and bolts. Where manufacturer's torqueing requirements are not indicated, tighten connections to comply with torque tightening values specified in UL 486A.
- E. Compression-Type Connections: Use hydraulic compression tools to provide the correct circumferential pressure for compression connectors. Use tools and dies recommended by the manufacturer of the connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on the ground conductor.
- F. Moisture Protection: Where insulated ground conductors are connected to ground rods or ground buses, insulate the entire area of the connection and seal against moisture penetration of the insulation and cable.
- 3.4 UNDERGROUND DISTRIBUTION SYSTEM GROUNDING:
  - A. Pad Mounted Gear: Install a 5/8 inch by 10 feet, driven ground rod inside the cable access block-out of the pad and set the rod depth such that 4 inches will extend above the finished pad. Where necessary, install ground rod before the equipment is placed. Protect ground rods passing through concrete with a double wrapping of pressure-sensitive tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below the concrete.
  - B. Grounding System: Ground non-current-carrying metallic items associated with pad-mounted equipment by connecting them to grounding electrodes arranged as indicated.

# 3.5 FIELD QUALITY CONTROL:

- A. Upon completion of installation of electrical grounding and bonding systems, test ground resistance with ground resistance tester. Where tests show resistance-to-ground is over 5 ohms, take appropriate action to reduce resistance to 5 ohms, or less, by driving additional ground rods; then retest to demonstrate compliance.
- B. Ground Resistance Test:
  - 1. Grounding electrode resistance testing shall be accomplished with a ground resistance direct-reading single test meter utilizing the fall-of-potential method and two reference electrodes. Perform test prior to interconnection to other grounding systems. Orient the ground electrode to be tested and the two reference electrodes in a straight line spaced fifty (50) feet apart. Drive the two reference electrodes five (5) feet deep.
- C. Correct Deficiencies, Retest and Report:
  - 1. Correct unsatisfactory conditions and retest to demonstrate compliance; replace conductors, units and rods as required to bring system into compliance.
  - 2. Prepare a written report and show temperature, humidity and condition of soil at time of tests. Report shall be certified by testing agency that identifies components checked and

describes results. Include notation of deficiencies detected, remedial action taken, and observations and test results after remedial action.

- 3.6 CLEANING AND ADJUSTING:
  - A. Restore surface features at areas disturbed by excavation and reestablish original grades except as otherwise indicated. Where sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other Work to their original condition. Include necessary top-soiling, fertilizing, liming, seeding, sodding, sprigging, or mulching. Restore vegetation and disturbed paving to original condition.

END OF SECTION 26 05 26

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# SECTION 26 05 33 RACEWAY AND WIREWAY FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

### 1.1 SUMMARY:

- A. Extent of raceway work is indicated by drawings and schedules. Provide complete conduit systems for all conductors unless otherwise specified.
- B. Types of raceways specified in this section include the following:
  - 1. Rigid Galvanized Steel Conduit (GRC)
  - 2. Electrical metallic tubing (EMT)
  - 3. Non-metallic Conduit (PVC)

# 1.2 QUALITY ASSURANCE:

- A. Manufacturers: Firms regularly engaged in manufacture of raceway systems of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with electrical raceway work similar to that required for this project.
- 1.3 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product Data: Submit manufacturer's technical product data, including specifications and installation instructions, for each type of raceway system required. Include data substantiating that materials comply with requirements.
  - C. Shop Drawings: Submit dimensioned drawings of surface metal raceway systems showing layout of raceways and fittings, spatial relationships to associated equipment, and adjoining raceways, if any. Show connections to electrical power panels and feeders.

#### PART 2 - PRODUCTS

- 2.1 METAL CONDUIT AND TUBING:
  - A. Rigid Galvanized Steel Conduit (GRC):
    - 1. Conduit: Rigid steel, zinc-coated inside and outside, threaded ends.
    - 2. Fittings: Threaded galvanized steel, bushings shall have nylon insulated throat.
  - B. Electrical Metallic Tubing (EMT):
    - Conduit: Galvanized steel tubing. Fittings: Steel compression fittings for rain-tight and concrete-tight applications. Steel set-screw for all other connections. Set-screw quick fit type for 2-1/2 inches and larger may be used. Bushings shall be threaded and have nylon insulated throat or nylon bushing.

#### 2.2 NON-METALLIC CONDUIT AND DUCTS:

- A. Rigid Non-Metallic Conduit (PVC):
  - 1. Conduit: Schedule 40 polyvinyl chloride (PVC), 90°C for direct burial or concrete encasement.
  - 2. Fittings: Mate and match conduit type and material. Cement as recommended by manufacturer.
- 2.3 CONDUIT BODIES:
  - A. General: Types, shapes and sizes, as required to suit individual applications and NEC requirements. Provide matching gasketed covers secured with corrosion-resistant screws.
  - B. Metallic Conduit and Tubing: Use malleable iron conduit bodies. Use bodies with threaded hubs for threaded raceways and in hazardous locations.
  - C. Nonmetallic Conduit: Use nonmetallic conduit bodies.
- 2.4 CONDUIT SIZES:
  - A. Conduit sizes shall be as shown on the drawings. If the conduit size is not given on the drawings, the conduit shall be sized in accordance with NEC based on the number of conductors enclosed plus a parity sized equipment ground conductor and be subject to the following minimum sizes:
- 2.5 RACEWAY SEALING COMPOUND:
  - A. Non-hardening, safe for human skin contact, not deleterious to cable insulation, workable at temperatures as low as 35 deg. F (1 deg. C), withstands temperature of 300 deg. F (149 deg. C) without slump, and adheres to clean surfaces of plastic ducts, metallic conduits, conduit coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials and the common metals.
- PART 3 EXECUTION
- 3.1 INSPECTION:
  - A. Examine areas and conditions under which raceways are to be installed, and substrate which will support raceways. Provide notification in writing of conditions detrimental to proper completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.
- 3.2 CONDUIT SCHEDULE:
  - A. Buried Raceways: Schedule 40, rigid PVC plastic conduit.
  - B. Raceways embedded in contact with earth: Schedule 40, PVC plastic conduit.
  - C. Raceways in all other areas shall be electrical metallic tubing unless otherwise noted.
- 3.3 INSTALLATION OF CONDUITS:
  - A. General: Install electrical raceways in accordance with manufacturer's written installation instruction, applicable requirements of NEC, and as follows:

- 1. Conceal all conduits unless indicated otherwise, within finished walls, ceilings, and floors. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot water pipes. Install raceways level and square and at proper elevations.
- 2. Complete installation of electrical raceways before starting installation of conductors within raceways.
- 3. Provide supports for raceways as specified elsewhere in Division 26.
- 4. Prevent foreign matter from entering raceways by using temporary closure protection.
- 5. Make bends and offsets so the inside diameter is not effectively reduced. Unless otherwise indicated, keep the legs of a bend in the same plane and the straight legs of offsets parallel.
- 6. Use raceway fittings that are types compatible with the associated raceway and suitable for the use and location. Install expansion fittings across all structural construction joints and expansion/deflection couplings across all structural expansion joints.
- 7. Run raceways parallel and perpendicular to building elements and other equipment with a minimum of bends in the shortest practical distance considering the type of building construction and obstructions except as otherwise indicated.
- 8. Install exposed raceways parallel and perpendicular to nearby surfaces or structural members and follow the surface contours as much as practical.
- 9. Run exposed and parallel raceways together. Make bends in parallel runs from the same center line so that the bends are parallel. Factory elbows may be used only where they can be installed parallel. In other cases provide field bends for parallel raceways.
- 10. Make raceway joints tight. Where joints cannot be made tight, use bonding jumpers to provide electrical continuity of the raceway system. Make raceway terminations tight. Where terminations are subject to vibration, use bonding bushings or wedges to assure electrical continuity. Where subject to vibration or dampness, use insulating bushings to protect conductors. Joints in non-metallic conduits shall be made with solvent cement in strict accordance with manufacturer's recommendations.
- 11. Tighten set screws of thread less fittings with suitable tool.
- 12. Terminations: Where raceways are terminated with locknuts and bushings, align the raceway to enter squarely and install the locknuts with dished part against the box. RGC and IMC shall be secured with double locknuts and an insulated metallic bushing. EMT shall be secured with one locknut and shall have nylon insulated throats or threaded nylon bushings from 1/2" to 1". 1-1/4" and above shall be metal with nylon insulated throats. Use grounding type bushings for feeder conduits at switchboards, panelboards, pull boxes, transformers, motor control centers, VFD's, etc.
- 13. Where terminating in threaded hubs, screw the raceway or fitting tight into the hub so the end bears against the wire protection shoulder. Where chase nipples are used, align the raceway so the coupling is square to the box, and tighten the chase nipple so no threads are exposed.
- 14. Provide nylon pull string with printed footage indicators having not less than 200 pounds tensile strength. Leave not less than 12 inches of slack at each end of the pull string. Identify with tags at each end the origin and destination of each empty conduit and indicate same on all empty or spare conduits on the as-built drawings.
- 15. Install raceway sealing fittings in accordance with the manufacturer's written instructions. Locate fittings at suitable, approved, accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings where required by the NEC:
- 16. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment with an adjustable top or coupling threaded inside for plugs and set flush with the finished floor. Extend conductors to equipment with rigid steel conduit; flexible metal conduit may be used 6 inches above the floor. Where equipment connections are not made under this contract, install screwdriver-operated threaded plugs flush with floor.
- 17. PVC externally coated rigid steel conduit: Patch all nicks and scrapes in PVC coating after installing conduit.

- 18. Where conduits are to be installed through structural framing members, the Contractor shall provide sleeves. The Engineer's written approval must be obtained prior to cutting, notching or drilling of structural framing members.
- 19. Ream the ends of all cut and/or threaded conduit. Ends shall be cut square.
- 20. Use of running threads for rigid or intermediate metallic conduit are not permitted. When threaded couplings cannot be used, provide 3 piece union or solid coupling.
- 21. Route conduit through roof openings for piping and ductwork where possible; otherwise, rout through jack with pitch pocket.
- 22. Conduit stub-ups from below grade or thru the slab shall be PVC coated or PVC taped rigid steel galvanized conduit and shall extend 6 inches above grade.
- 23. Wherever conduits enter a structure through a foundation or basement wall below grade, grout around the conduit with water-proof grout or install entrance seals. Seals shall be OZ Type WS or approved equivalent for new construction and OZ type CSM Series for existing structures.
- 24. Conduits shall not cross pipe shafts or ventilation duct openings. Where conduits must penetrate air-tight spaces or plenums, seal around the conduit with a mastic acceptable to the Engineer.
- 25. Install an insulated ground conductor in all conduits.
- 26. Where conduit sleeves penetrate fire rated floors or walls for installation of system cables, AC or MC cables, or modular wiring cables pack void around cables or empty sleeve with fire rated insulation and fill ends with fire-resistive compound. Seal opening around sleeve with UL listed foam silicone elastomer compound.
- 27. Use PVC-coated rigid steel or Fiberglass factory elbows for bends in plastic conduit runs longer than 100 feet, or in plastic conduit runs which have more than two bends regardless of length. Use long sweep bends for wiring larger than 350 mcm.
- 28. Wipe plastic conduit clean and dry before joining. Apply full even coat of cement to entire area that will be inserted into fitting. Let joint cure for 20 minutes minimum.
- No PVC conduit shall be run exposed or inside stud or masonry walls unless specifically called for on the drawings. Transition from PVC to metal conduit shall be made below grade.
- 30. Provide separate raceway systems for each of the following:
  - a. Lighting
  - b. Power Distribution
- B. Install buried electrical line warnings per Division 26 section "Electrical identification".
- C. Install labeling as required in Division 26 section "Electrical Identification".

3.4 ADJUSTING AND CLEANING:

A. Upon completion of installation of raceways, inspect interiors of raceways; clear all blockages and remove burrs, dirt and construction debris.

END OF SECTION 26 05 33

# SECTION 26 05 53 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

#### PART 1 - GENERAL

#### 1.1 SUMMARY:

- A. This Section includes identification of electrical materials, equipment, and installations. It includes requirements for electrical identification components including but not limited to the following:
  - 1. Buried electrical line warnings
  - 2. Identification labeling for raceways, cables, and conductors
  - 3. Operational instruction signs
  - 4. Warning and caution signs
  - 5. Equipment labels and signs
- B. Identification required in this section shall apply to equipment furnished in Division 26.

#### 1.2 SUBMITTALS:

- A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
- B. Product Data for each type of product specified.
- C. Submit samples of each color, lettering style and other graphic representation required for identification materials including samples of labels and signs.
- 1.3 QUALITY ASSURANCE:
  - A. ANSI Compliance: Comply with requirements of ANSI Standard A13.1, "Scheme for the Identification of Piping Systems," with regard to type and size of lettering for raceway and cable labels.

# PART 2 - PRODUCTS

- 2.1 ELECTRICAL IDENTIFICATION PRODUCTS:
  - A. Adhesive Marking Labels for Exposed Raceway and Busway: Pre-printed, flexible, self-adhesive labels with legend indicating voltage and service (Emergency, Lighting, Power, Power D.C., HVAC, Communications, Control, Fire).
    - 1. Label Size for Raceways: Kroy or Brother Labels 1 inch high by 12 inches long (minimum) with 5/8 inch minimum height letters.
    - 2. Normal: White letters on black background indicating source equipment designation, circuit number(s), and voltage.
    - 3. Ground: White or black letters on green background indicating "GROUND" and equipment and designation.
    - 4. Where conduits enter or exit a panelboard, pull or junction box, switchboard, or other distribution equipment, conduit labels shall include circuit number in addition to feeder identification and voltage.
  - B. Provide colored Adhesive Marking Tape for banding Wires and Cables: Self-adhesive vinyl tape not less than 3 mils thick by 1 inch to 2 inches in width. Make each color band completely

encircling cables, at penetrations of walls and floors, at each junction box and at 20-foot maximum intervals in straight runs.

- C. Underground Line Marking Tape: Metal-detector detectable, permanent, bright-colored, continuous-printed, plastic tape compounded for direct-burial service not less than 6 inches wide by 4 mils thick. Printed legend indicative of general type of underground line below.
- D. Wire/Cable Designation Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound, cable/conductor markers with preprinted numbers and letter.
- E. Engraved, Plastic-Laminated Labels, Signs and Instruction Plates: Engraving stock melamine plastic laminate, 1/16 inch minimum thick for signs up to 20 square inches, or 8 inches in length; 1/8 inch thick for larger sizes. Engraved legend in white letters on black face for normal and white letters on red face for emergency, black letters on yellow face for UPS and punched for mechanical fasteners. Where required for ground connections, provide engraved legend in white letters on green face.
- F. Fasteners for Plastic-Laminated and Metal Signs: Self-tapping stainless steel screws when screw ends do not protrude into working areas of equipment otherwise use number 10/32 stainless steel machine screws with nuts and flat and lock washers or rivets.
- G. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking nylon cable ties, 0.18-inch minimum width, 50 lb. minimum tensile strength, and suitable for a temperature range from minus 50 degrees F to 350 degrees F. Provide ties in specified colors when used for color coding.
- H. Adhesive Marking Tape for Device Cover Plates: 3/8 inch Kroy tape or Brother labels with 3/16 inch minimum height letters. Tape shall have black letters on clear background for normal and red letters on clear background for emergency. Embossed Dymo-Tape labels are not acceptable.

# PART 3 - EXECUTION

# 3.1 INSTALLATION:

- A. Lettering and Graphics: Coordinate names, abbreviations, colors, and other designations used in electrical identification work with corresponding designations specified or indicated. Install numbers, lettering, and colors as approved in submittals and as required by code. Clean surfaces to receive nameplates and labels and install nameplates and labels on front of equipment parallel with equipment/raceway/cable/wire/etc. lines.
- B. Install identification devices in accordance with manufacturer's written instructions and requirements of NEC.
- C. Sequence of Work: Where identification is to be applied to surfaces that require finish, install identification after completion of finish work.
- D. Conduit Identification:
  - 1. Adhesive Marking Labels: Provide adhesive marking labels for exposed raceway and busway and Raceway or Busway located above accessible ceilings. Install labels at **//30** foot intervals. Conduits located above non-accessible ceiling or in floors and walls shall be labeled within 3 feet of becoming accessible. Labels for multiple conduits shall be aligned and read the same direction.

- E. Identify Junction, Pull and Connection Boxes: Identification of systems and circuits shall indicate system voltage and identity of contained circuits on outside of box cover. Color code shall be same as raceway systems. Use self-adhesive marking tape labels at exposed locations and indelible black marker at concealed boxes.
- F. Underground Electrical Line Identification: During trench backfilling, for exterior underground power, signal and communications lines, install continuous underground plastic line marker, located directly above line at 6 to 8 inches below finished grade. Where multiple lines installed in a common trench or concrete envelope, do not exceed an overall width of 16 inches; install a single line marker. Tape shall be 6 inches wide, 0.004 inches thick and 1750 psi minimum strength, trace wire run continuous length manhole to manhole and to equipment. Provide 3 feet slack rolled at each end.
  - 1. Install line marker for underground wiring, both direct-buried and in raceway. Red for electrical, orange for phone and cable.
- G. Circuit Identification: Tag or label conductors as follows:
  - 1. Future Connections: Conductors indicated to be for future connection or connection under another contract with identification indicating source and circuit numbers.
  - 2. Multiple Circuits: Where multiple branch circuits, control wiring or communications/signal conductors are terminated or spliced in a box or enclosure, label each conductor or cable with circuit number. For control and communications/signal wiring, use wire/cable marking tape at terminations in wiring boxes, troughs and control cabinets. Use consistent letter/number conductor designations throughout on wire/cable marking tapes.
  - 3. Match identification markings with designations used in panelboards shop drawings, Contract Documents, and similar previously established identification schemes for the facility's electrical installations.
- H. Apply warning, caution and instruction signs and stencils as follows:
  - 1. Install warning, caution or instruction signs where required by NEC, where indicated, or where reasonably required to assure safe operation and maintenance of electrical systems and of the items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions or explanations are needed for system or equipment operation. Install butyrate signs with metal backing for outdoor items.
- I. Install equipment/system circuit/device identification as follows:
  - Apply equipment identification labels of engraved plastic-laminate on each major unit of electrical equipment in building, including central or master unit of each electrical system. This includes communication/signal/alarm systems, unless unit is specified with its own self-explanatory identification. Text shall match terminology and numbering of the Contract Documents and shop drawings. Apply labels for each unit of the following categories of electrical equipment.
    - a. Panelboard
    - b. Utility Meter/Main
    - c. Surge Protection
    - d. Lighting Control Enclosure
- J. Apply circuit/control/item designation labels of engraved plastic laminate for disconnect switches, breakers, pushbuttons, pilot lights, motor control centers, and similar items for power

distribution and control components above, except panelboards and alarm/signal components, where labeling is specified elsewhere.

- K. For panelboards, provide framed, typed circuit schedules (label all spares and spaces in pencil) with explicit description and identification of items controlled by each individual breaker.
- L. Tag all grounding electrode conductors, associated bonding conductors, and grounding conductors at their point of attachment to any ground bus and grounding electrode (where possible) with a 2 inch diameter round green phenolic nameplate. Lettering shall be 1/4 inch high with 1/5 inch between lines centered on the tag stating "DO NOT DISCONNECT," "MAIN GROUND." Nameplate shall attach to conductor with a short length of small chain.
- M. Install labels at locations as required and at locations for best convenience of viewing without interference with operation and maintenance of equipment.
- N. Provide adhesive marking tape labels for identification of individual receptacles including receptacles in furniture systems and light switch wall-plates. Locate tape on front of plate and identify panel and branch circuit serving the receptacle. Provide tape labels for identification of individual switches or thermal overload switches which serve as equipment disconnects. Locate the tape on the front of the cover-plate and identify panel and branch circuit serving the equipment.

END OF SECTION 26 05 53

# SECTION 26 05 83 – WIRING CONNECTIONS

#### PART 1 - GENERAL

### 1.1 SUMMARY:

- A. Extent of electrical connections for equipment is indicated by drawings and schedules. Electrical connections are hereby defined to include connections used for providing electrical power to equipment.
- B. Applications of electrical power connections specified in this section include the following:
  - 1. To lighting equipment
  - 2. To converters, rectifiers, transformers, inverters, rheostats, and similar current adjustment features of equipment
  - 3. To grounds including earthing connections
  - 4. Other connections as shown

# 1.2 QUALITY ASSURANCE:

- A. Manufacturers: Firms regularly engaged in manufacture of electrical connectors and terminals, of types and ratings required, and ancillary connection materials, including electrical insulating tape, soldering fluxes, and cable ties, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. Installer's Qualifications: Firms with at least 2 years of successful installation experience with projects utilizing electrical connections for equipment similar to that required for this project.

#### 1.3 SUBMITTALS:

- A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
- B. Product Data: Submit manufacturer's data on electrical connections for equipment products and materials. All mechanical and plumbing equipment shall be coordinated with unit nameplate information per the actual nameplate to be included on the equipment. As a minimum, information shall include: Operating Voltage; MCA (Min. circuit amperes); FLA (Full load amperes); MFS (Max. fuse size) or MOP (Max. overcurrent protection); and SCCR (Short Circuit Current Rating) and shall match electrical equipment and protection/distribution sizes and be rated for available short circuit currents as shown on the drawings. Bracing for equipment shall be provided at incoming terminals and as an option throughout the equipment for the available fault current or downstream equipment and devices shall be protected by current limiting fuses.

#### 1.4 DEFINITIONS:

- A. Load voltage wiring shall be defined as:
  - 1. Conduit and wiring required to carry power to motors and other equipment or devices. Wiring from control devices to equipment that carry power to drive that equipment such as line voltage thermostats, etc., shall be included as load voltage wiring. Wiring that provides power to control panels, control transformers, control relays, time clocks, etc., shall also be included as load voltage wiring.

- 1.5 DELIVERY, STORAGE, AND HANDLING:
  - A. Deliver electrical connection products wrapped in proper factory fabricated type containers.
  - B. Store electrical connection products in original cartons and protect from weather, construction traffic and debris.
  - C. Handle electrical connection products carefully to prevent breakage, denting, and scoring finish.

### PART 2 - PRODUCTS

- 2.1 GENERAL:
  - A. Overcurrent Protective Devices (OCPDs): Provide type, rating, and features as indicated. Comply with Division 26 Section on Low Voltage Circuit Protective Devices, with OCPDs adapted to equipment connection installation. Tandem circuit breakers shall not be used. Multiple breakers shall have common trip.
  - B. Contacts shall open each ungrounded connection to the motor. Contacts shall be NEMA rated, 75 degrees C.
  - C. Overload relays shall be ambient-compensated type with inverse-time-current characteristic. Provide with heaters or sensors in each phase matched to nameplate full load current of the specific motor to which connected with appropriate adjustment for duty cycle and power factor correction supplied with the motor.
- 2.2 MATERIALS AND COMPONENTS:
  - A. General: For each electrical connection indicated, provide complete assembly of materials, including but not necessarily limited to, pressure connectors, terminals (lugs), electrical insulating tape, electrical solder, electrical soldering flux, heat-shrinkable insulating tubing, cable ties, solderless wire-nuts, disconnect, starter, contactor, relays, etc., and other items and accessories as needed to complete splices and terminations of types indicated.
  - B. Metal Conduit, Tubing and Fittings:
    - 1. General: Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) indicated for each type service. Provide products complying with Division-26 section on Raceways.
  - C. Wires, Cables, and Connectors:
    - 1. General: Provide wires, cables, and connectors complying with Division-26 section on Wires and Cables.
    - 2. Wires/Cables: Unless otherwise indicated, provide wires/cables (conductors) for electrical connections which match, including sizes, ratings, and material of wires/cables which are supplying electrical power.
    - 3. Connectors and Terminals: Provide electrical connectors and terminals which mate and match, including sizes and ratings, with equipment terminals and are recommended by equipment manufacturer for intended applications.
    - 4. Electrical Connection Accessories: Provide electrical insulating tape, heat-shrinkable insulating tubing and boots, electrical solder, electrical soldering flux, wire-nuts and cable ties as recommended for use by accessories manufacturers for type services indicated.

# PART 3 - EXECUTION

# 3.1 INSPECTION:

A. Inspect area and conditions under which electrical connections for equipment are to be installed and notify Contractor in writing of conditions detrimental to proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

# 3.2 INSTALLATION OF ELECTRICAL CONNECTIONS:

- A. Furnish, set in place, and wire (except as may be otherwise indicated) all electrical connections in accordance with the following schedule and in accordance with equipment manufacturer's written instructions and with recognized industry practices, and complying with applicable requirements of UL, NEC and NECA's "Standard of Installation" to ensure that products fulfill requirements. Carefully coordinate with work performed under the Mechanical Division of these Specifications.
- B. Coordinate with other work, including wires/cables, raceway and equipment installation, as necessary to properly interface installation of electrical connections for equipment with other work.
- C. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams. Mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.
- D. Maintain existing electrical service and feeders to equipment serving occupied areas and operational facilities, unless otherwise indicated, or when authorized otherwise in writing by Owner or Engineer. Provide temporary service during interruptions to existing facilities. When necessary, schedule momentary outages for replacing existing wiring systems with new wiring systems. When that "cutting over" has been successfully accomplished, remove, relocate, or abandon existing wiring as indicated.
- E. Cover splices with electrical insulating material equivalent to, or of greater insulation resistivity rating, than electrical insulation rating of those conductors being spliced.
- F. Prepare cables and wires, by cutting and stripping covering armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated. Exercise care to avoid cutting through tapes which will remain on conductors. Also avoid "ringing" copper conductors while skinning wire.
- G. Trim cables and wires as short as practicable and arrange routing to facilitate inspection, testing and maintenance.
- H. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturers published torque tightening values for equipment connectors. Accomplish tightening by utilizing proper torqueing tools, including torque screwdriver, beam-type torque wrench, and ratchet wrench with adjustable torque settings. Where manufacturer's torqueing requirements are not available, tighten connectors and terminals to comply with torqueing values contained in UL's 486A.
- I. Provide suitable strain relief clamps for cord connection to outlet boxes and equipment connection boxes.

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- J. Make wiring connections in control panel or in wiring compartment of pre-wired equipment and interconnecting wiring in accordance with manufacturer's instructions.
- K. Install disconnect switches, controllers, control stations, and control devices such as limit switches and temperature switches as indicated or per manufacturer's instructions.
- L. All splices in control panels, terminal junction boxes, low voltage control circuits shall be on numbered terminal strip.
- M. Each branch circuit serving dedicated, isolated or emergency receptacles, multi-outlet assemblies or equipment connections shall be furnished with a dedicated neutral conductor. Neutrals common to more than one circuit shall only be permitted where specifically noted.
- 3.3 FIELD QUALITY CONTROL:
  - A. Upon completion of installation of electrical connections, and after circuitry has been energized with rated power source, test connections to demonstrate capability and compliance with requirements. Ensure that direction of rotation of each motor fulfills requirement. Correct malfunctioning units at site, then retest to demonstrate compliance.

END OF SECTION 26 05 83

# SECTION 26 56 13 - LIGHTING POLES AND STANDARDS

PART 1 - GENERAL

- 1.1 DESCRIPTION OF WORK:
  - A. Extent of lighting poles and standards work is indicated by drawings and schedules.
  - B. Applications of lighting poles and standards for this project include the following:
    - 1. Automobile parking lots
- 1.2 QUALITY ASSURANCE:
  - A. Manufacturers: Firms regularly engaged in manufacture of electrical poles and standards of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
  - B. Installer's Qualifications: Firm with at least 3 years of successful installation experience with projects utilizing electrical pole and standard work similar to that required for this project.
- 1.3 DELIVERY, STORAGE AND HANDLING:
  - A. Store poles on decay-resistant treated skids at least 1 foot above grade and vegetation. Support pole to prevent distortion and arrange to provide free air circulation.
    - 1. Fiber Glass Poles: Retain factory-applied pole wrappings until just before pole installation. Handle poles with web fabric straps.
    - 2. Metal Poles: Retain factory-applied pole wrappings until just before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.
- 1.4 SUBMITTALS:
  - A. See Section 26 05 00 Common Work Results for Electrical for Submittal requirements. Supplemental information is listed within this section.
  - B. Product Data: Submit manufacturer's data on electrical poles, standards and hardware; include certified dimension drawings for fabricated poles, standards and mast arms, if any.

#### PART 2 - PRODUCTS

- 2.1 POLES AND STANDARDS:
  - A. Poles and foundations to be provided by Owner.
- PART 3 EXECUTION
- 3.1 INSTALLATION OF LIGHTING POLES AND STANDARDS:
  - A. Install lighting poles as indicated, in accordance with manufacturer's written instructions, in compliance with National Electrical Safety Code and NECA's "Standard of Installation" to ensure that poles comply with requirements.
  - B. To protect finishes, use belt slings or rope (not chain or cable) to raise and set finished poles.

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- C. Set poles and standards plumb. Support adequately when anchoring to foundations.
- D. Provide sufficient space encompassing hand access and cable entrance holes for installation of cables from underground where indicated.
- E. Provide Operating and Maintenance Instructions in electronic format covering all equipment furnished. Manuals shall include the following information:
  - 1. Name, address and telephone number of authorized service organization to be contacted for each equipment item.
  - 2. Parts list and wiring diagram, operating and maintenance instructions for each piece of equipment.
  - 3. Record Set of Shop Drawings: Shop drawings corrected to show as-built conditions. Transfer modifications from field set.
  - 4. All wiring diagrams shall show color coding of all connections and mounting dimensions of equipment.
  - 5. Provide Testing and Equipment Settings Report for each device indicating final configurations and settings.

# 3.2 GROUNDING:

- A. Provide equipment bonding and grounding connections, sufficiently tight to assure permanent and effective grounds, where indicated, for installed poles and standards.
  - 1. Ground metallic components of lighting unit and foundations. Connect lighting to ground system with No. 6 AWG conductor.

### 3.3 FIELD QUALITY CONTROL:

- A. At Date of Substantial Completion, replace lamps in lighting which are observed to be noticeably dimmed after Contractor's use and testing, as judged by Engineer.
  - 1. Refer to Division 01 sections for the replacement/ restoration of lamps in lighting where used for temporary lighting prior to Date of Substantial Completion.

# 3.4 ADJUSTING AND CLEANING:

- A. Clean lighting of dirt and construction debris upon completion of installation. Clean fingerprints and smudges from lenses and reflectors.
- B. Protect installed luminaires from damage during remainder of construction period.
- C. Adjust aimable luminaires to provide required light intensities and in compliance with design intent.

END OF SECTION 26 56 13

# SECTION 31 10 00

### SITE CLEARING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SECTION INCLUDES

- A. Asphalt removal.
- B. Curb and gutter removal.
- C. Sidewalk removal.
- D. Sod removal.
- E. Chain link fence removal.
- F. Tree removal.
- G. Topsoil stripping.
- H. Clearing and grubbing.
- I. Concrete pavement removal.
- J. Unit paver removal.
- K. Retaining wall removal.
- L. Waterline removal.
- M. Sanitary sewer removal.
- N. Storm sewer removal.

#### 1.3 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 31 20 00 Earth Moving.
- C. Section 33 10 00 Water Utilities.
- D. Section 33 30 00 Sanitary Sewerage Utilities.
- E. Section 33 40 00 Storm Drainage Utilities.

# 1.4 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials.
- B. Clearing: The scalping and removal of on-grade or above-ground vegetable growth such as live and dead trees, logs, stump, downed branches, brush, weeds, grass, sod, decayed vegetable matter and other organic material, trash, rubbish, and any improvements or obstructions not removed by site or building demolition work.
- C. Grubbing: The removal of trunks, stumps, buried logs, roots, and other objectionable materials below the surface of the ground.

# 1.5 GENERAL

- A. Protect benchmarks, stakes and similar items from damage.
- B. Protect and maintain existing utilities and underground work which is to remain.
- C. Protect improvements on adjoining properties.
- D. Protect existing trees and other vegetation.
- E. Provide dust control as required for alleviation or prevention of dust nuisance on or about the site or borrow area.
- F. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control and proper disposal.
- G. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- H. Permits: Obtain required permits from authorities having jurisdiction.
- I. Call local utility line information service not less than three working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- J. Notify affected utility companies before starting Work, and comply with utility's requirements.

### 1.6 SUBMITTALS

- A. Contractor shall submit a list of all items to be salvaged.
- B. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- C. Record drawings identifying and accurately locating all capped utilities and other subsurface structural, electrical, and mechanical conditions.

### 1.7 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Trash Removal:
    - a. Remove all trash, sand, gravel, road base, concrete, and trench material.

# PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

### 3.1 REMOVALS

- A. Asphalt removal.
  - 1. Remove asphalt pavement section, including any base course, to limits shown on drawings.
  - 2. Sawcut pavement full depth.
- B. Curb and gutter removal.
  - 1. Remove curb and gutter to limits shown on the drawings.
  - 2. Remove to nearest joint beyond limits or sawcut full depth.
- C. Sidewalk removal.
  - 1. Remove concrete sidewalk to limits shown on the drawings.
  - 2. Remove to nearest joint beyond limits or sawcut full depth.
- D. Sod removal.
  - 1. Remove sod to limits shown on the drawings.
  - 2. Sod will not be re-used on this project.
- E. Chain link fence removal.
  - 1. Chain link fabric, posts and foundations shall be completely removed and become the property of the Contractor.
- F. Tree removal.
  - 1. Trees shall be flagged for removal prior to doing any work.
  - 2. The Contractor and Architect shall walk the entire project and verify all trees to be removed.
  - 3. Remove stumps and root system to a depth of 36 inches.
- G. Concrete pavement removal.
  - 1. Remove concrete pavement section, including any base course, to limits shown on drawings.
  - 2. Remove to nearest joint beyond limits or sawcut full depth.
- H. Unit paver removal.
  - 1. Remove unit pavers by hand and stockpile in designated areas on-site for re-use on this project.
  - 2. Remove unit pavers to limits shown on drawings.
  - 3. Remove any underlying base course and/or concrete pavement to limits of unit paver removal.
- I. Retaining wall removal.
  - 1. Remove all portions of the retaining wall, including footings, to limits shown on the drawings.
- J. Waterline removal.
  - 1. Remove water line to limits shown on drawings.
  - 2. Cap ends of active lines to remain per local water agency requirements.
  - 3. Record termination or capped location on Record Documents.
  - 4. Notify all affected parties to waterline shutdown per local water agency requirements.

- K. Sanitary sewer removal.
  - 1. Remove sanitary sewer line to limits shown on drawings
  - 2. Cap ends of active lines to remain per local sanitary sewer agency requirements.
  - 3. Record termination or capped location on Record Documents.
- L. Storm sewer removal.
  - 1. Remove storm sewer line to limits shown on drawings.
  - 2. Cap ends of active lines to remain per local storm sewer agency requirements.
  - 3. Record termination or capped location on Record Documents.

### 3.2 REMOVAL OF ASPHALT MAT (PLANING)

- A. Work shall consist of removing by planing (rotomilling) a specified thickness from the surface of the asphalt mat.
- B. Contractor shall take precautions to protect manholes, water valves, etc.
- C. Brooming.
  - 1. All fines shall be broomed from the surface immediately after the planing operation and prior to opening the areas to traffic.
  - 2. Winrows will not be allowed.
  - 3. All planing shall be done parallel to the traffic lanes.
- D. Opening roadway to traffic.
  - 1. When a section of roadway is opened to traffic, vertical planing edges will be permitted only within six inches of the edge of a travel lane.
  - 2. Vertical planing edges greater than one inch deep shall be tapered to a 3:1 slope or flatter.
  - 3. Vertical edges of one inch or less may be left without tapering.

### 3.3 COORDINATION

- A. Contractor shall coordinate street barricading with local entity prior to blocking any traffic lanes on any street.
- B. Contractor shall obtain a traffic control permit from the local entity.

# 3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil from limits of construction to depths encountered in a manner to prevent intermingling with the underlying subsoil or other objectionable material.
- C. Stockpile topsoil in designated on site areas for re-use on this project.
  - 1. Grade and shape stockpiles to drain surface water.
  - 2. Cover stockpile to prevent windblown dust.
  - 3. Limit height of topsoil stockpiles to 72 inches.

### 3.5 CLEARING AND GRUBBING

- A. Clear area within limits of construction of shrubs and other vegetation, except for that indicated to be left standing.
- B. Completely remove roots.
- C. Use only hand methods for grubbing inside the drip line of trees to remain.

### 3.6 RELOCATIONS

- A. Sign relocation.
  - 1. Remove all signs to be relocated as shown on plans, and stockpile in designated on-site areas for re-use on the project.
  - 2. Re-install existing signs in locations indicated on drawings. Install signs per detail as shown on drawings.
- B. Tree relocation.
  - 1. Trees shall be flagged for relocation prior to doing any work.
  - 2. The Contractor and Architect shall walk the entire project and verify all trees to be relocated.
  - 3. Stockpile relocated trees in designated on-site areas for re-use on the project.
- C. Fire hydrant relocation.
  - 1. Stockpile relocated fire hydrants in designated on-site areas for re-use on the project.
- 3.7 PROTECTION OF BENCHMARKS, STAKES AND SIMILAR ITEMS.
  - A. Protect all existing benchmarks, stakes, and control points within the limits of construction. All survey control points disturbed during construction shall be reset and documented with the appropriate agency at the Contractor's expense.

# 3.8 PROTECTION OF EXISTING UTILITIES, UNDERGROUND WORK, AND ADJOINING PROPERTY IMPROVEMENTS

- A. Protect all existing utilities and underground features to remain within the limits of construction. Contractor shall coordinate construction near existing features with the appropriate agency requirements.
- B. Protect all adjacent property improvements during construction. Contractor shall repair all damage incurred at their own expense.
- C. Comply with all applicable noise abatement ordinances or regulations.

# 3.9 PROTECTION OF EXISTING TREES AND OTHER VEGETATION

A. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

# 3.10 DISPOSAL

- A. Removal of material.
  - 1. All materials removed shall become property of Contractor and shall be removed off-site and legally disposed of.
  - 2. Burning of waste materials on the site is prohibited.

# END OF SECTION 31 10 00

### SECTION 31 20 00

# EARTH MOVING

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SECTION INCLUDES

- A. Preparing of subgrade for building slabs, walks, pavements and footings.
- B. Excavating and backfilling of trenches and structures.
- C. Sheeting and shoring.
- D. Select fill under floor slabs and footings.
- E. Imported fill.
- F. Bedding material.
- G. Compaction requirements/moisture control.
- H. Overexcavation.
- I. Rock excavation.

### 1.3 RELATED SECTIONS

- A. Excavating and Backfilling for Mechanical/Electrical Work: Refer to Divisions 21-28 sections for excavation and backfill required in conjunction with underground mechanical and electrical utilities and buried mechanical and electrical appurtenances.
- B. Final grading, together with placement and preparation of topsoil for lawns and planting, is specified in Division 32 Section Exterior Improvements.
- C. Section 01 33 00 Submittal Procedures.
- D. Section 01 40 00 Quality Requirements.
- E. Section 31 10 00 Site Clearing.
- F. Section 32 11 23 Aggregate Base Course.
- G. Section 31 32 13.19 Lime Soil Stabilization.
- H. Section 01 57 13 Temporary Erosion and Sediment Control.
- I. Section 33 10 00 Water Utilities.
- J. Section 33 46 13.13 Foundation Drainage.

- K. Section 33 40 00 Storm Drainage Utilities.
- L. Section 33 30 00 Sanitary Sewerage Utilities.

### 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. Excavation: CFR 29 Subpart P Excavation OSHA Standards.
- C. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- D. American Society for Testing and Materials (ASTM):
  - 1. ASTM C 33 Standard Specifications for Concrete Aggregates.
  - 2. ASTM C 136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 3. ASTM D 698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/lb<sup>3</sup>).
  - 4. ASTM D 1556 Test Method for Density of Soil in Place by the Sand-Cone Method.
  - 5. ASTM D 1557 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,400 ft-lbf/ft<sup>3</sup>).
  - 6. ASTM D 2167 Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
  - 7. ASTM D 2487 Standard Test Method for Classification of Soils for Engineering Purposes. (Unified Soil Classification System).
  - 8. ASTM D 2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 9. ASTM D 3017 Standard Test Method for Water Control of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
  - ASTM D 4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
  - 11. ASTM E 699 Standard Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating of Building Components.
- E. "Standards Specifications Road and Bridge Construction," Colorado Department of Transportation, (CDOT).
- F. Standards and Specifications Regarding Water, Sanitary Sewer and Storm Drainage Infrastructure, Aurora Water, Effective Date: January, 2012
- G. Geotechnical Engineering Report By Terracon Consultants, Inc. dated June 1, 2018.
- H. "Water, Sanitary Sewer and Storm Drainage Infrastructure Standards and Specifications", City of Aurora / Aurora Water
- I. Asbestos-Contaminated Soil Management, Standard Operating Procedure Document, Version 1, February 26, 2010.
  - 1. Refer to Section 02 81 00 Transporation/Disposal of Hazardous Material, Part 4.
- J. City of Aurora Roadway Design and Construction Specifications, dated October 2016

# 1.5 DEFINITIONS

- A. **Excavation:** Removal of all materials of whatever character encountered to subgrade elevations indicated within the right of way, unless noted otherwise, and subsequent disposal of excess materials removed.
- B. Unauthorized excavation: Removal of materials beyond indicated subgrade elevations or indicated boundary lines and dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by the Geotechnical Engineer, shall be at Contractor's expense.
  - 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the Geotechnical Engineer.
  - 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Geotechnical Engineer.
- C. **Authorized Additional Excavation**: Removal of additional material authorized by the Architect based on the determination by the soils testing agency that unsuitable bearing materials are encountered at required sub-grade elevations. Removal of unsuitable material and its replacement as directed will be paid on the basis of Conditions of the Contract relative to changes in the work.
  - 1. When excavation has reached required subgrade elevations, notify the Geotechnical Engineer, who will make an inspection of conditions. If the Geotechnical Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by engineer.
- D. **Muck Excavation:** The removal and disposal of mixtures of soil and organic matter not suitable for foundation, backfill, or fill material.
- E. **Rock Excavation:** The removal of igneous, metamorphic, and sedimentary rock which cannot be excavated without blasting, drilling, or the use of rippers, including all boulders or other detached stones having a volume of 2 cubic yards or more, as determined by physical or visual measurement.
- F. **Overexcavation:** The removal of all materials of whatever character encountered to a specific depth below subgrade elevations indicated. Unsuitable material shall be removed from the site, and satisfactory soil material shall be placed and compacted to specified limits.
- G. **Potholing:** Exposing and verifying the location of existing utilities at locations as directed.
- H. **Fill, Backfill, Select Fill, and Structural Backfill**: Placement of suitable soil materials to raise existing grades or to fill an excavation. See Part 2 Products for classes of fill materials.
- I. **Import or Borrow:** Suitable soil imported from off-site for use as fill or backfill.
- J. **Subgrade:** The undisturbed earth or the compacted soil layer immediately below proposed foundations, granular subbase, pavement section, drainage fill, or topsoil materials.
- K. Base Course: Layer placed between the subgrade and asphalt paving.
- L. Granular Base: Layer placed between the structural fill and building slab.
- M. **Pipe Bedding:** Material placed over the excavated subgrade in a trench to support pipe.

- N. Lime Stabilized Fill: Soil materials which have been mixed with hydrated lime or quicklime to reduce the swell potential of the natural soils.
- O. **Structure:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.
- P. Geotechnical Engineer: The soil testing service per the Conditions of the Contract.
- Q. **Degree of Compaction:** Degree of compaction is expressed as a percentage of maximum dry density obtained by a laboratory test procedure. This percentage of maximum density is obtained through use of data provided from results of field test procedures presented in ASTM D1556, ASTM D2167, and ASTM D2922.
- R. Utilities: Underground pipes, conduits, ducts and cables
- S. **Debris:** Debris includes all materials located within the designated work area not covered in the other definitions and shall include but not be limited to items like vehicles, equipment, appliances, building materials or remains thereof, tires, any solid or liquid chemicals or products stored or found in containers or spilled on the ground.
- T. **Contaminated soils:** Soil that contains contaminants as defined and determined by the Geotechnical Engineer.
- 1.6 SUBMITTALS
  - A. The Contractor shall submit test results from a certified testing laboratory for all imported soil material. The number in parentheses indicates the number of tests to be submitted from each source.
  - B. Imported Fill:
    - 1. Gradation (1)
    - 2. Source
    - 3. Liquid Limit (1)
    - 4. Plasticity Index (1)
    - 5. Swell/Consolidation (1)
  - C. Bedding Material:
    - 1. Gradation (1)
    - 2. Source
  - D. Select Fill Under Floor Slabs and Footings:
    - 1. Gradation (1)
    - 2. Source
  - E. Structural Backfill Material:
    - 1. Gradation (1)
    - 2. Source
    - 3. Liquid Limit (1)
    - 4. Plasticity Index (1)
    - 5. Swell/Consolidation (1)
  - F. Subbase Course Under Building Slabs:
    - 1. Gradation (1)
    - 2. Source

### 1.7 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with all applicable local, State, and Federal rules, regulations, and ordinances concerning shoring, bracing or sloping of excavations and safety of workers.
- B. Testing and Inspection Service: A qualified independent geotechnical testing and inspection laboratory shall be retained to perform soil testing and inspection service during earthwork operations per the Conditions of the Contract.
- C. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Architect's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of Work.

### 1.8 PROJECT CONDITIONS

- A. Site Information: Data in subsurface investigation reports was used for basis of the design and are available to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The Owner will not be responsible for interpretations or conclusions drawn from this data by the Contractor. Additional test borings and other exploratory operations may be performed by the Contractor at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.
- B. Existing Contours and Elevations: Contours and point elevations of existing ground elevations at the site, and approximate elevations of finish grade cuts, fills, and excavations for the Work are shown on Drawings. Contours and elevations for existing ground lines are based on information provided by others, and are believed to be correct, but may not be absolutely so. Existing contours and elevations should therefore be considered approximate, and should be verified at the site prior to submission of bids.
- C. Verification of Existing Conditions: Visit the site prior to submission of bids. Verify existing conditions, elevations, and contours. In the event of discrepancies between existing conditions and the requirements of the Contract Documents, contact the Architect for clarification.
- D. Existing Benchmarks: Carefully preserve and maintain existing bench marks, monuments, property line pipes and pins, and other reference points. If disturbed or destroyed, properly restore or replace at no additional cost to the Owner.
- E. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
- F. Utility Service Interruption: Should uncharted, or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with the Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility Owner.
  - 1. Do not interrupt existing utilities serving facilities occupied by the Owner or others, during occupied hours, except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided. Provide a minimum of 48-hour notice to the Architect, and receive written notice to proceed before interrupting any utility.
  - 2. Contact utility locator service for area where Project is located before excavating.
  - 3. Demolish and completely remove from site the existing underground utilities indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.

- G. Use of Explosives: Use of explosives is not permitted.
- H. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
  - 1. Operate warning lights as recommended by authorities having jurisdiction.
  - 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

# 1.9 SHEETING AND SHORING

- A. Contractor is responsible for protection of existing utilities that are to remain in place during and after this project. The responsibility of method is left to the Contractor; however, a sheeting and shoring plan should be submitted to the Architect for review prior to starting any excavation. This sheeting and shoring plan should be complete with attached calculations and be prepared by a Colorado licensed Professional Engineer with experience in shoring, and shall include a monitoring program.
- B. Due to the proximity of the existing structures to the proposed excavation, a preconstruction survey is recommended to be performed on the adjacent at-grade structures, and should include a visual observation and documentation of condition of the existing structures prior to excavation.
- C. Shoring adjacent to existing streets should be monitored during construction for movement.
- D. All trench side walls which require shoring shall be properly sheeted and braced to furnish safe working conditions. The shoring shall be arranged so as not to place any stress on portions of the completed work until the general construction of the work has proceeded far enough to provide ample strength. Any damage to pipes or structures occurring through settlements, heaving, water or earth pressures, slides, caving or other causes, due to failure of shoring, or due to improper shoring, or due to negligence by the contractor, shall be repaired by the Contractor at his own expense.
- E. Shoring shall be removed as work progresses, unless left in place by written order of the Engineer.

# 1.10 PERFORMANCE REQUIREMENTS

- A. Backfilling:
  - 1. Backfill excavations as promptly as work permits, but not until completion of inspection, testing, approval, and location recording of underground utilities.
  - 2. Concrete tailings, sand, gravel and other debris are not permitted in trenches.
  - 3. Consult the University Project Manager immediately for direction with uncharted or incorrectly charted piping or other utilities encountered during excavation. Cooperate with the University Project Manager in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the University Project Manager.
- B. Excavations:
  - 1. Surround all excavations exceeding 6 ft in depth with a 6 feet high chain link fence system.
  - 2. Provide an Environmental Health and Safety (EHS) trained spotter on site for identifying asbestos contaminated soil.

# PART 2 - PRODUCTS

# 2.1 SOIL MATERIALS

- A. Provide borrow soil material when sufficient satisfactory soil materials are not available from excavations.
- B. **Material Suitability:** All classes of fill material shall be non-expansive material free of vegetation, brush, sod, trash and debris, and other deleterious substances, and shall not contain rocks or lumps having a diameter of more than two (2) inches. A fill material is considered non-expansive if the swell potential

under a 200 psf surcharge pressure does not exceed 0.5% when a sample remolded to 95% of the standard Proctor (ASTM D 698) maximum dry density at optimum moisture content is wetted.

- C. General Fill: Fill for this project should consist of Engineered Fill. Refer to Section 2.1.I.
- D. Base Course: Shall meet the requirements of CDOT Class 5 or 6 Aggregate Base Course (ABC).
- E. **Pipe Bedding:** Clean, free draining well-graded sand or squeegee sand, conforming to the City of Aurora's Standards and Specifications and the following limits when tested by means of laboratory sieves:

Well Graded Sand	
Sieve Size	Total Percent Passing By Weight
3/8 inch	100
No. 4	70-100
No. 8	36-93
No. 16	20-80
No. 30	8-65
No. 50	2-30
No. 100	1-10
No. 200	0-5

# Angular Squeegee Sand

	Total Percent	
Sieve Size	Passing By Weight	
3/8 inch	100	
No. 200	0-3	

- F. **Ordinary Utility Trench Backfill:** Material excavated from pipe line trenches on the site which is free from frozen materials, large amounts of organic material or other objectionable materials. Clays and similar materials with a plasticity index greater than 20 shall not be considered suitable for backfilling within one (1) foot of the pipe.
- G. Select Utility Trench Backfill: Road base crushed or pit run gravel all of which passes a one (1) inch sieve and not more than 30 percent passes a No. 40 sieve. Shall be used under roadways whenever ground water is encountered within three (3) feet of the surface.
- H. **Structural Fill under footings and slabs:** Moisture-controlled on-site soils as acceptable to the on-site geotechnical engineer or CDOT Class 1 imported soil material.

Fill Type (1)	USCS Classification	Acceptable location for placement
On-site clay soils	CL	On-site clay soils are considered suitable for reuse as compacted fill below interior and exterior slabs-on- grade and general fill.
On-site sand soils mixed with clay soils (3)	SC, SP-SC, SP-SM	On-site sand soils mixed with clay soils are considered suitable for reuse as compacted fill below interior and exterior slabs-on-grade and general fill.
Processed demolition debris (asphalt and concrete) mixed with clay soils (4)		Properly processed asphalt and concrete is considered suitable for reuse as compacted fill below interior and exterior slabs-on-grade and general fill.
Imported soils	Varies	Imported soils meeting the gradation outlined herein can be considered acceptable for use as engineered fill beneath interior and exterior slabs-on-grade and general fill.

I. Engineered Fill: Has been properly documented and meets the following material property requirements:

- 1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
- 2. Care should be taken during the fill placement process to avoid zones of dissimilar fill. Improvements constructed over varying fill types are at a higher risk of differential movement compared to improvements over a uniform fill zone.
- 3. On-site sand soils should be mixed with on-site clay soils to meet the gradation requirements outlined for imported soils.
- 4. Demolition debris (asphalt and concrete) should be processed to maximum individual particle size of 3 inches and blended with on-site soils prior to reuse at a ratio of 30 percent asphalt or concrete debris to 70 percent soil.

J. **Imported Soils:** Imported soils for engineered fills (if required) should meet the following material property requirements:

Gradation	Percent finer by weight (ASTM C136)
3"	100
1"	90-100
3/4"	50-100
No. 4 Sieve	50-100
No. 200 Sieve	>50

- 1. Liquid limit: 30 (max)
- 2. Plasticity Index: 15 (max)
- 3. Maximum Expansive Potential: 1.0% measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at optimum water content. The sample is confined under a 200 psf surcharge and submerged.
- K. **Granular Base:** The material shall comply with the requirements of the structural engineer and geotechnical engineer.
- L. Impermeable soil: Clay material where at least 50 percent passes the No. 200 sieve.

# PART 3 - EXECUTION

# 3.1 VERIFICATION OF CONDITIONS

- A. Examine areas and conditions under which the work of this Section will be performed. Do not proceed with the work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all areas and conditions.
- B. Notify the Architect immediately upon finding evidence of previous structures, filled materials which penetrate below designated excavation levels, groundwater or water-bearing strata, or other conditions which are not shown or which cannot be reasonably assumed from existing surveys and geotechnical reports. Secure the Architect's instruction before proceeding with further work in such areas.

# 3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement undermining, washout, and other hazards created by earthwork operations. Contractor is responsible for the location and verification of all underground utilities and obstructions.

# EARTH MOVING

- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soilbearing water runoff or airborne dust to adjacent properties and walkways.
- D. Provide the services of a registered land surveyor to perform all layout and staking of the Work. Refer to Section 01 71 23 for additional requirements.

### 3.3 STABILITY OF EXCAVATIONS

- A. Slope sides of excavations to comply with OSHA requirements, geotechnical recommendations, local codes or ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- B. Continuously monitor cuts slopes for distress. Take all necessary precautions to safeguard workers, structures, and utilities.
- C. Provide all necessary shoring, sheeting, or bracing of sides of excavations required to prevent caving, erosion, and gullying. Provide underpinning of existing structures or other improvements adjacent to excavations and which are subject to damage. Take such protective measures as the utilities may direct where protection, alterations or moving of the utilities is required.
  - 1. Design of the temporary support of excavation systems are the responsibility of the Contractor. A qualified shoring contractor should be consulted to address these issues.
  - 2. The shoring contractor shall include a monitoring program in the design and construction of the shoring system.
  - 3. Construction of the support of excavation systems shall not interfere with the permanent structure.
  - 4. Due to the proximity of the existing structures to the proposed excavation, a preconstruction survey shall be performed on the adjacent at-grade structures. The survey should include a visual observation and documentation of condition of the existing structures prior to excavation.
  - 5. Shoring adjacent to the existing streets should be monitored during construction for movement.

### 3.4 DEWATERING

- A. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
- B. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavation.
- C. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.
- D. Contractor shall obtain a dewatering permit from the local agency having jurisdiction when required.

# 3.5 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and excavated materials acceptable for backfill and fill in coordination with Architect. Place, grade and shape stockpiles for proper drainage. Cover to prevent windblown dust.

- B. Locate and retain soil materials away from edge of excavations. Do not store within drip lines of trees indicated to remain.
- C. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

### 3.6 EXCAVATION FOR STRUCTURES

- A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection.
- B. Excavations for Footings and Foundations: Overexcavate to native soils, moisture-condition and properly compact back to grade as new engineered fill. If excavation is in native soils, do not disturb bottom of excavation. Excavate to solid undisturbed subgrade. Excavate by hand to final grade just before concrete reinforcement is placed. Remove loose or soft materials to a solid bottom. Trim bottoms to required lines and grades to leave solid base to receive other work.
- C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, and other construction for inspection. Do not disturb bottom of excavations intended for bearing surface.

# 3.7 EXCAVATION FOR PAVEMENTS, CURB AND GUTTER AND WALKS

A. Overexcavate 3' under pavements, curb and gutter and walks. Moisture-condition and properly compact back to grade as new engineered fill to an elevation complying with cross-sections, elevations and grades as indicated within a tolerance of plus or minus 0.10 feet.

# 3.8 TRENCH EXCAVATION FOR PIPES

- A. Where trenching occurs through pavements, the existing asphalt pavement and curb and gutter shall be sawcut and then removed as shown in the Details. Asphalt edges shall be kept straight for better bonding of asphalt patch to existing pavement.
- B. Excavate subsoil to the lines and grades required for storm sewer, sanitary sewer, and water piping to the existing utilities.
- C. The width of trenches shall be only the width necessary for proper placement of the pipe. There shall be a minimum of eight inches between the trench wall and the wall of the pipe or eighteen inches if a trench box is used.
- D. When the trench side walls are sloping or benched, the sloping or benching shall end at a depth not less than one foot and no greater than four feet above the top of the pipe barrel. From this point down the trench wall shall be vertical.
- E. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
- F. A clear area shall be maintained a sufficient distance back from the top edge of the excavation to avoid overloading which may cause slides or caving of the trench walls.
- G. Excavate and shape trench bottoms to provide uniform bearings and support of pipes. Hand trim for sewer bell and spigot pipe joints. Remove loose matter.
- H. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd, measured by volume.
- I. Correct unauthorized excavation at no additional cost to the Owner.
- J. Correct areas over-excavated by error by filling with bedding material.

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- K. Spread excess material across proposed landscaped areas, or as directed.
- L. Perform pipeline installation within 100 linear feet of trench excavation.
- M. Perform trench backfill within 100 linear feet of pipe installation.
- 3.9 OVEREXCAVATION
  - A. Overexcavate unsatisfactory soil material under proposed construction in accordance with the Project Construction Documents and Geotechnical Report.
  - B. Unless otherwise directed by the Geotechnical Engineer, the extent of overexcavation shall conform to elevations and dimensions shown on the Project Construction Documents within a tolerance of plus or minus 0.10 foot.
  - C. Remove unsuitable material and replace with satisfactory soil materials approved by the Geotechnical Engineer in over-excavated areas at compaction limits specified in this section.

### 3.10 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees Fahrenheit.
- 3.11 APPROVAL OF SUBGRADE
  - A. Notify Geotechnical Engineer when excavations have reached required subgrade.
  - B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
    - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
  - D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Geotechnical Engineer.

### 3.12 BACKFILL AND FILL

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Do not use unsuitable excavated materials. Do not backfill until foundation walls have been completed above grade and adequately braced, waterproofing or dampproofing applied, foundation drainage, and pipes coming in contact with backfill have been installed and work inspected and approved by Geotechnical Engineer.
  - 1. Backfill Excavations as promptly as work permits, but not until completion of the following:
    - a. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
    - b. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
    - c. Removal of concrete formwork.
    - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

- e. Removal of trash and debris from excavation.
- f. Permanent or temporary horizontal bracing is in place or horizontally supported walls.

# 3.13 PLACEMENT AND COMPACTION

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture condition, and compact to required depth and percentage of maximum density.
- B. Backfill and Fill Materials: Place backfill and fill materials in horizontal layers not more than eight (8) inches in loose depth for material compacted by heavy compaction equipment, and not more than four (4) inches in loose depth for material compacted by hand-operated tampers such as jumping jack or plate compactors. Place backfill and fill materials evenly adjacent to structures or piping to required elevations, and uniformly along the full length of each structure. Prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping, to approximately same elevation in each lift. Thoroughly compact by means of mechanical tampers portions of earth fill between projections which cannot be properly compacted by means of rolling equipment.
- C. Before compaction, moisten or aerate each layer as necessary to provide plus or minus two (2) percent of optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill materials evenly adjacent to structures or piping to required elevations. Prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure or piping, to approximately same elevation in each lift. Thoroughly compact by means of mechanical tampers portions of earth fill between projections which cannot be properly compacted by means of rolling equipment.
- E. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts if soil density tests indicate inadequate compaction.
- F. Compaction: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 698 (Standard Proctor Test) as specified below:
  - 1. Below a depth of 10 feet below grade: minimum of 98% of the material's standard Proctor maximum dry density (ASTM D698)
  - 2. Above a depth of 10 feet below grade: minimum of 95% of the material's standard Proctor maximum dry density (ASTM D698)
- G. Moisture Control: Subgrade or layer of soil material must be moisture conditioned before compaction; uniformly apply water to surface of subgrade or layer of soil material. Apply minimum quantity of water as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
  - 1. Exterior slab-on-grade areas: 0 to +2 percent above optimum moisture content.
  - 2. Below proposed structures: +1 to +4% of the optimum moisture content with an average of at least +2% daily.

- 3. Engineered fill shall be tested for water content and compaction during placement. Should the results of the in-place density tests indicate the specified water or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified water and compaction requirements are achieved.
- 4. In exterior slab subgrade areas, water levels should be maintained low enough to allow for satisfactory compaction to be achieved without the compacted fill material pumping when proofrolled.
- 5. Moisture conditioned clay soils should not be allowed to dry below the moisture content range specified herein.
- 6. Remove and replace, or scarify and air-dry soil material that is too wet to permit compaction to specified density.
- 7. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
- H. Construction traffic over prepared subgrade shall be minimized and avoided to the maximum extent practical.
- I. A two foot clay cap shall be placed over the top of the backfill zone in areas where hardscaping is not directly adjacent to the building.

### 3.14 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades. Provide a smooth transition between abrupt changes in slope.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
  - 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.20 foot above or below required subgrade elevations.
  - 2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
  - 3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than two (2) inches above or below required subgrade elevation.
  - 4. Stormwater Detention/Water Quality Pond Areas: Shape surface of areas to line, grade, and cross-section with finish surface not more than 0.1 foot below and not at all above required subgrade elevation. Coordinate subgrade elevation with fine grading, erosion control measures, and topsoil/planting requirements such that the required pond volume is achieved in the finished grade condition.
- C. Grading Surface of Subgrade Below Building Slabs: Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of ½ inch when tested with a 10-foot straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of Standard Proctor Density for each area classification.
- E. Grading of Subbase Course Below Building Slabs: Grade smooth and even, free of voids, compacted

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using moisture conditioning and tested by proof rolling. Provide final grades within a tolerance of +0 in. / -3/4 in.

### 3.15 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 Quality Requirements. Testing laboratory services are the responsibility of the Owner/Contractor as directed by the Architect or Engineer.
- B. Quality Control Testing During Construction: Allow testing service to inspect and approve such subgrade and fill layer before further backfill or construction work is performed, as required by the contract documents.
- C. Density Tests: Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.
  - 1. Field density tests may also be performed by the nuclear method in accordance with ASTM D 2922, providing that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. In conjunction with each density calibration check, check the calibration curves furnished with the moisture gages in accordance with ASTM D 3017.
  - 2. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Geotechnical Engineer.
- D. Footing Subgrade: For each strata of soil on which footings will be placed, perform at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata when acceptable to the Geotechnical Engineer.
- E. Paved Areas and Building Slab Subgrade: perform at least one field density test of subgrade for every 2,000 square feet of paved area or building slab, but in no case fewer than three tests. In each compacted fill layer, perform one field density test for every 2,000 square feet of overlaying building slab or paved area, but in no case fewer than three tests.
- F. Foundation Wall Backfill: Perform at least two field density tests per lifts at locations and elevations as directed.
- G. Curb and Gutter, Walks: Compaction tests shall be taken every 100 feet and/or as directed by the Owner.
- H. Trench Subgrade: Compaction tests shall be taken every 100 feet and/or as directed by the Owner.
- I. If in the opinion of the Geotechnical Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained at no additional cost to the Owner.

### 3.16 EROSION CONTROL

A. Provide erosion control methods in accordance with the requirements of authorities having jurisdiction and in accordance with any plan issued with contract documents.

# 3.17 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.

- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- E. Drying: Protect existing and newly placed fills and soil materials from excessive drying prior to placement of floor slabs or other construction.

# 3.18 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove excess excavated material, trash, debris, and waste materials and dispose of it off the Owner's property.
- B. Segregate all excavated contaminated soil from all other excavated soils, and stockpile on site on two 6 mil polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

# END OF SECTION

# SECTION 32 11 23

# AGGREGATE BASE COURSES

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and Division 1 Specification Sections, apply to the provisions of this section.
- 1.2 SECTION INCLUDES
  - A. This work shall consist of furnishing all labor, machines and material required to construct a uniformly mixed aggregate over the subgrade.
- 1.3 RELATED SECTIONS
  - A. Section 31 20 00 Earth Moving.
  - B. Section 32 12 16 Asphalt Paving.

# 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. "Standard Specifications for Road and Bridge Construction," Department of Highways, State of Colorado, 1991, Section 703, (CDOH).
- C. American Society for Testing and Materials (ASTM)
  - 1. ASTM D 1557 Test Methods for Moisture-Density Relations of Soils and Soil- Aggregate Mixtures using 1lb (4.54kg) Rammer and 18-Inch (457mm) Drop.
  - 2. ASTM D 2922 Test Methods for Moisture-Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
  - 3. ASTM D 3017 Test Method for Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (Shallow Depth).
- D. City of Aurora Roadway Design and Construction Specifications, dated October 2016

### 1.5 SUBMITTALS

A. Contractor shall submit certification of aggregate gradation and source of supply for each different aggregate base course specified.

### PART 2 - PRODUCTS

# 2.1 AGGREGATE BASE COURSE MATERIAL

A. Aggregate shall be crushed stone, crushed slag or crushed gravel. The following aggregate blend shall be used for the aggregate subbase:

STANDARDS <u>SIEVE SIZE</u>	PERCENT PASSING <u>BY WEIGHT</u>
3/4 Inch	95-100
No. 4	30-65
No. 8	25-55
No. 200	3-12

B. Aggregate material specified is the same gradation as CDOT Class 6 Aggregate base course.

### PART 3 - EXECUTION

### 3.1 PLACING

A. General: If the required compacted depth of the aggregate base course exceeds six (6) inches, it shall be constructed in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed six (6) inches. When vibratory or other approved types of special compacting equipment are used, the compacted depth of a single layer may be increased to eight (8) inches upon approval.

### 3.2 MIXING

- A. Methods
  - 1. Unless otherwise specified, the Contractor shall mix the aggregate by any one of the three following methods, and if required, add the additive shown on the Drawings. When materials are to be used that require the mixing of commercial binders or fillers with the aggregate, a central mixing plant of the twin-pugmill type will be required. Other methods that assure a thorough and homogeneous mixture may be used, on written approval.
    - a. Stationary Plant Method. Aggregate base course and water shall be mixed in an approved mixer. After mixing, the aggregate shall be transported to the job site while it contains the proper moisture content and shall be placed on the project by means of approved aggregate spreader.
    - b. Travel Plant Method. After the material for each layer has been placed through an aggregate spreader or window sizing device it shall be uniformly mixed by a traveling mixing plant.
    - c. Road Mix Method. After material for each layer has been placed, the materials shall by mixed while at optimum moisture by means of motor graders or other approved equipment until the mixture us uniform throughout.

### 3.3 SHAPING AND COMPACTING

A. Compaction of each layer shall continue until a density of 95 percent of the maximum density determined in accordance with ASTM D 1557 has been achieved.

- B. The surface of each layer shall be maintained during the compaction operations in such a manner that a uniform texture is produced and the aggregates firmly keyed.
- C. Water shall be uniformly applied during compaction in the amount necessary for proper consolidation.
- D. The prepared surface upon which the surface course is to be placed will be tested with a 10-foot straightedge, or other approved device. The surface shall be tested prior to the application of any pavement, or synthetic turf. The variation above or below the testing edge of the straightedge between any two contacts with the surface shall not exceed 1/4 inch.
- E. Any areas not complying with these tolerances shall be reworked to obtain conformity.

# 3.4 TESTING

A. A nuclear density gage shall be used during aggregate placement and rolling to ensure adequate compaction. (ASTM D 2922 and ASTM D 3017)

# END OF SECTION 32 11 23

# SECTION 32 12 16

# ASPHALT PAVING

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and Division 01 Specification Sections, apply to the provisions of this section.
- 1.2 SECTION INCLUDES
  - A. Asphaltic concrete paving surface course and asphaltic concrete base course.
  - B. Asphalt patching.
  - C. Asphalt overlay.
  - D. Herbicide treatment.
  - E. Crack sealing.

### 1.3 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures.
- B. Section 01 40 00 Quality Requirements.
- C. Section 31 20 00 Earth Moving.
- D. Section 32 17 23 Pavement Markings.
- 1.4 REFERENCES
  - A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
  - B. "Standard Specifications for Road and Bridge Construction" Colorado Department of Transportation (CDOT).
    - 1. Section 217 Herbicide Treatment.
    - 2. Section 401 Plant Mix Pavements General.
    - 3. Section 408 Joint and Crack Sealant.
    - 4. Section 702 Bituminous Material.
    - 5. Section 703 Aggregates.
  - C. American Society for Testing and Materials (ASTM)
    - 1. ASTM D 979 Sampling Bituminous Paving Mixtures.
    - 2. ASTM D 1188 Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens.
    - 3. ASTM D 1190 Concrete Joint Sealer, Hot-Poured Elastic Type.
    - 4. ASTM D 1559 Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus.

- 5. ASTM D 2172 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures.
- 6. ASTM D 2726 Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens.
- 7. ASTM D 2950 Density of Bituminous Concrete in Place by Nuclear Methods.
- 8. ASTM D 3203 Percent Air Voids in Compacted, Dense and Open Bituminous Paving Mixture Specimens.
- 9. ASTM D 3405 Joint Sealants, Hot-Poured, For Concrete and Asphalt Pavements.
- 10. ASTM D 3549 Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
- D. The Asphalt Institute (AI)
  - 1. AI MS-2 Mix Design Methods for Asphalt Concrete and Other Hot Mix Types.
  - 2. AI MS-19 Basic Asphalt Emulsion Manual.
  - 3. AI SP-2 Superpave Mix Design
- E. City of Aurora Roadway Design and Construction Specifications, dated October 2016

### 1.5 QUALITY ASSURANCE

- A. Perform work in accordance with CDOT Specifications.
- B. Mixing Plant: Conform to CDOT Specifications.
- C. Obtain materials from the same source throughout project construction.
- D. Installer qualifications: Asphaltic concrete paving installer shall have not less than five years experience on projects of similar size and scope.

### 1.6 WEATHER LIMITATIONS

- A. Do not place asphalt concrete when subgrade surface temperature is less than 40 degrees Fahrenheit.
- B. Do not apply tack coats and asphaltic concrete in rainy weather or when base surface is wet or contains excess moisture which could prevent uniform distribution and required penetration.

### 1.7 SUBMITTALS

- A. Submit proposed mix design and certificate of compliance for approval prior to commencement of work for each asphalt grade and all different mixes to be supplied in accordance with Section 401 (CDOT).
  - 1. Aggregate Gradation
  - 2. HVEEM Stability
  - 3. Percent Air Voids
  - 4. Percent Voids Filled with Asphalt (VFA)
  - 5. Percent Voids Mineral Aggregate (VMA)
  - 6. Asphalt Binder Material
- B. Submit data on herbicide material.

### PART 2 - PRODUCTS

- 2.1 MATERIALS
  - A. Asphaltic Cement: Comply with Subsection 702.01, CDOT Specifications, Viscosity Grade AC-10.

# B. Aggregates:

- 1. Use locally available materials and gradations exhibiting satisfactory record of previous installations.
- 2. Bituminous Surface Coarse Aggregate: Crushed stone, crushed gravel, crushed slag, and sharpedged natural sand, Subsection 703.04, Grade SX, CDOT Specifications.
- 3. Bituminous Base Course Aggregate: Crushed stone, crushed gravel, crushed slab, and sharp-edged natural sand, Subsection 703.04, Grade S or SG, CDOT Specifications.
- 4. Asphalt Patching Aggregate: Crushed stone, crushed gravel, crushed slab, and sharp-edged natural sand, Subsection 703.04, Grade SX, CDOT Specifications.
- 5. Asphalt Overlay Aggregate: Crushed stone, crushed gravel, crushed slab, and sharp-edged natural sand, Subsection 703.04, Grade SX, CDOT Specifications.
- C. Mineral Filler: Finely ground particles of limestone, Portland Cement or other inert material complying with Subsection 703.06, CDOT Specifications.

### 2.2 ACCESSORIES

- A. Tack Coat: Emulsified asphalt, Grade CSS-1h complying with Subsection 702.04, CDOT Specifications.
- B. Reclaimed asphalt complying with Subsection 406 CDOT Specifications.
- C. Equipment used for paving shall comply with Section 401, CDOT Specifications.

### 2.3 HERBICIDE TREATMENT

A. Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid or wettable powder form.

### 2.4 CRACK SEALING MATERIAL

A. Hot poured asphalt material conforming to the requirements of ASTM D 3405 or ASTM D 1190.

### 2.5 CRITERIA FOR MIX DESIGN

- A. The following are project criteria for asphalt mix designs:
  - 1. Grading S, SX & SG.
    - a. HVEEM Stability 28 minimum
    - b. Percent Air Voids Between 3 and 5
    - c. Percent Voids filled with Asphalt Between 65 and 80
    - d. Percent Voids Mineral Aggregate In accordance with CDOT Table 403-2 (found in Project Special Provisions Worksheets)
    - e. Asphalt Binder Material PG 64-22 in accordance with CDOT Specifications

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of subgrade are correct. Do not proceed with the work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all areas and conditions.
- 3.2 SURFACE PREPARATION

- A. Provide grade and location stakes under this Section as required for asphaltic concrete paving work.
- B. Fine Grading: For areas covered by this Section, finish fine grade to accurate levels so specified minimum thickness of paving can be maintained with accurate and uniform finish levels as indicated.
  - 1. Scarify subgrade to 8 inches minimum, moisten subgrade and re-compact to requirements of Section 31 20 00 Earth Moving.
- C. Proof Rolling: Operate heavy, rubber tired front loader or dirt-filled tandem wheeled dump truck over subgrade of paved areas. Where soft spots occur, remove loose materials and replace with road base aggregate compacted to level of subgrade at Contractor's expense.
  - 1. Changes in weather such as freezing or precipitation occurring after subgrade is proof rolled and before asphalt paving operations begin will require re-proof rolling prior to paving.
  - 2. Asphalt paving operations will begin within 24 hours after proof rolling.

### D. Coordination:

- 1. Cooperate with other trades, arrange timing to avoid damage to the work including exterior concrete, grading, utilities, and seeding.
- 2. Before the start of paving, ascertain utility lines, lighting, wiring, piping, curb work, general grading and heavy trucking are complete so such operations will not damage paving work.

# 3.3 HERBICIDE TREATMENT

A. Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.

### 3.4 CRACK SEALING

- A. Conform to the requirements of CDOT, Section 408 Joint and Crack Sealant.
  - 1. Clean cracks of loose and foreign matter to a depth approximately twice the crack width.
  - 2. Fill cracks with hot poured joint and crack sealant flush with the pavement surface.
  - 3. Level off any excess sealant.

# 3.5 PLACING TACK COAT

- A. Tack Coat:
  - 1. Apply tack coat on asphalt or concrete surface over subgrade surface at a uniform rate between 0.05 gal/sy to 0.15 gal/sy of surface.
  - 2. Apply to contact surfaces of curbs, gutters and previously constructed asphalt pavements.
  - 3. Coat surfaces of manholes and inlets frames with oil to prevent bond with asphalt pavement. Do not tack coat these surfaces.
  - 4. Allow tack coat to dry until tacky to touch prior to paving.

# 3.6 INSTALLING ASPHALT PAVEMENT

- A. Mixing and Delivery:
  - 1. Accurately weigh or measure dried aggregates and weigh or meter asphaltic cement to comply with job-mix formula requirements.
  - 2. Transport mixtures from mixing plant to Project site in trucks having tight, clean compartments. If required, coat hauling compartment surfaces with a limewater mixture to prevent asphalt concrete mixture from sticking. Elevate and drain compartment of excess solution before loading mix.
  - 3. Provide covers for asphaltic concrete mixture when delivering to protect mixture from weather and to prevent loss of heat.

# B. Installation:

- 1. Place paving mixture only on clean, dry subgrade surfaces. Apply hot mix wearing surface in separate binder and surface courses, each of approximately one half total thickness required, with joints staggered. Temperature at time of placement shall be approximately 235 deg F. While mix is still hot, compact and finish off each course with power rollers as specified below.
- 2. Produce dense, watertight finish surfaces, free from roller marks or other marks and irregularities, conforming to levels and profiles indicated, with smooth transitions between elevations given. Bring surfaces flush with other materials and hold to a uniform dimension below curb tops.
- 3. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- 4. Spread, tamp, finish mixture using hand tools in areas where use of machine spreading is not practical. Place mixture at rate that will ensure proper handling and compaction before mixture becomes cooler than acceptable working temperature.
- 5. Carefully make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work. Clean contact surfaces and apply tack coat. Construct joins of same texture, density, and smoothness as other sections of asphaltic concrete course.

### C. Rolling:

- 1. Begin rolling when mixture will bear weight without excessive displacement.
- 2. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- 3. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- 4. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture thoroughly compacted.
- 5. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until all roller marks are eliminated and course has attained maximum density allowed.

### D. Patching:

- 1. Remove and replace mixtures that become mixed with foreign materials, defective areas, and existing pavements at transitions with new paving.
- 2. Remove deficient areas for full depth of course. Saw-cut sides perpendicular and parallel to direction of traffic with edges vertical.
- 3. Apply tack coat before placing asphalt concrete mixture. Fill with fresh hot-mixed asphalt and compact by rolling to required surface density and smoothness.
- E. Compaction Requirements:
  - 1. Bituminous Surface Course: 95 percent maximum dry density according to ASTM D 2950 (50 Blow Marshall).
  - 2. Bituminous Base Course: 95 percent of maximum dry density according to ASTM 2950 (50 Blow Marshall).

### 3.7 TOLERANCES

- A. Flatness: Maximum variation of 0.25 inches measured with ten (10) foot straightedge.
- B. Scheduled Compacted Thickness: Within 0.25 inch.
- C. Variation from True Elevation: Within 0.10 inch.

# 3.8 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 Quality Requirements. Testing laboratory services will be provided by the Owner.
- B. Contractor shall notify the testing agency a minimum of 24 hours in advance of work requiring a testing service.
- C. Asphalt Pavements: Check compaction and compliance with design mix by cutting test plugs where directed in accordance with ASTM D 979. Patch core holes. Test for compaction minimum of 95% of Marshall design density, aggregate gradation voids, and percent asphalt.
  - 1. One (1) test for density ASTM D 1188, ASTM D 2726, or D 2950 thickness, ASTM D 3549, and air voids ASTM D 3203 per 300 tons of asphaltic material placed.
  - 2. One (1) test for asphalt content ASTM D 2172 and aggregate gradation per 1500 tons of asphaltic material placed.
  - 3. All reports shall include densities to the nearest 0.1 lb. per ft and compaction to nearest 0.1%. If a nuclear device is used, the report shall contain the method used (back scatter or direct transmission geometry), results of the daily standardization checks and the <u>adjusted</u> manufacturers calibration curve. The manufacturer's calibration curve shall be adjusted as required by ASTM D 2950 whenever a change in either the material to be tested or the testing equipment is made.
- D. Subgrade: Compaction tests shall be taken every 2000 square feet and/or as directed by the Owner.

### 3.9 **PROTECTION**

A. Immediately after placement, protect pavement from mechanical injury until cooled and hardened.

# END OF SECTION 32 12 16

# SECTION 32 13 00

### **RIGID PAVING**

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SECTION INCLUDES

- A. Site retaining walls.
- B. Concrete sidewalks.
- C. Concrete pavement.
- D. Curb and gutters.
- E. Crosspans.
- F. Handicap ramps.
- 1.3 RELATED SECTIONS
  - A. Section 01 33 00 Submittal Procedures.
  - B. Section 01 40 00 Quality Requirements.
  - C. Section 31 20 00 Earth Moving.
  - D. Section 32 11 23 Aggregate Base Courses.
  - E. Section 32 17 23 Pavement Markings.
  - F. Section 33 40 00 Storm Drainage Utilities
  - G. Section 33 30 00 Sanitary Sewerage Utilities
  - H. Section 33 10 00 Water Utilities
- 1.4 REFERENCES
  - A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
  - B. ACI (American Concrete Institute).
    - 1. ACI 301 Specifications for Structural Concrete
    - 2. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
  - C. ASTM (American Society for Testing Materials).
    - 1. ASTM A 36 Structural Steel.
    - 2. ASTM A 185 Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

- 3. ASTM A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- 4. ASTM A 706 Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
- 5. ASTM C 31 Making and Curing Concrete Test Specimens in the Field.
- 6. ASTM C 33 Concrete Aggregates.
- 7. ASTM C 39 Compressive Strength of Cylindrical Concrete Specimens.
- 8. ASTM C 94 Ready-Mixed Concrete.
- 9. ASTM C 143 Slump of Hydraulic Cement Concrete.
- 10. ASTM C 150 Portland Cement.
- 11. ASTM C 171 Sheet Materials for Curing Concrete.
- 12. ASTM C 172 Sampling Fresh Mixed Concrete.
- 13. ASTM C 260 Air-Entraining Admixtures for Concrete.
- 14. ASTM C 309 Liquid Membrane-Forming Compounds for Curing Concrete.
- 15. ASTM C 494 Chemical Admixtures for Concrete.
- 16. ASTM C 618 Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- 17. ASTM C 881 Epoxy-Resin-Base Bonding Systems for Concrete.
- 18. ASTM C 1116 Fiber-Reinforced Concrete and Shotcrete.
- 19. ASTM D 638 Tensile Properties of Plastics.
- 20. ASTM D 695 Compressive Properties of Rigid Plastics.
- 21. ASTM D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

### 1.5 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Sidewalks:
    - a. Maintain 5 foot minimum clearance from all existing trees where possible.
    - b. Provide 6 feet minimum radius turns to accommodate turning radius of tractors used for snow removal.
    - c. Develop joint pattern to:
      - 1) Prevent cracking from expansion and contraction.
      - 2) Compliment joint pattern in adjacent surfaces.
      - 3) Saw cut joints are accepted as an alternative method to tooled joints.
    - d. Provide a medium broom finish perpendicular to travel direction.
    - e. Detectable Warnings: In accordance with local jurisdiction.
    - f. Take precaution to avoid puncturing existing irrigation lines with concrete form materials. The contractor will cover all repair costs.
  - 2. Dumpster Pads:
    - a. Determine location of pads for dumpsters with the University Facility Operations, and the campus Architect through the University Project Manager.
    - b. Provide minimum pad size of 8 feet x 8 feet to a maximum of 24 feet x 14 feet and a minimum of 6 inches thick.
  - 3. Bicycle Pads:
    - a. Coordinate with the University Project Manager for bicycle pad requirements.

- 4. Wheelchair Ramps:
  - a. All entrances must be handicap accessible.
- 5. Asphalt Parking Lots and Driveways:
  - a. If an aggregate base course is recommended by the project's pavement design, construct the base course utilizing CDOT Class 6 aggregate to the depth specified in the pavement design.
- 6. Transformer Pads:
  - a. Locate building electrical transformers outside of the building. Coordinate project specific locations with the University Project Manager.
- 7. Parking:
  - a. Provide striping for stalls 8'-6" x 20'-0" at non-handicap designated stalls.
  - b. Provide minimum 20'-0" wide drive lanes.
  - c. Wheel stops are not acceptable in parking lots.
  - d. Designate ADA parking stalls with painted symbol and a sign.
  - e. Provide reflective signage.
  - f. Provide banner signs in parking lots where applicable.
    - 1) 24" wide x 60" long, double sided with 3" pole pockets, heavy duty brackets, and pole mounts on top and bottom.

### 1.6 QUALITY ASSURANCE

- A. Reference Standards: Perform all cast-in-place concrete work in accordance with "Specifications for Structural Concrete" ACI 301, unless amended or superseded by requirements of this section or notes on the drawings. Keep a copy of ACI 301 in Contractor's field office for duration of project.
- B. Design Criteria
  - 1. Concrete: See General Notes on Drawings and ACI 301, Chapter 3.
  - 2. Formwork Design: The General Contractor shall assume all responsibility for the safety of the formwork and shall provide all necessary design, construction, materials and maintenance to produce the required concrete work safely. Design all formwork to have sufficient camber to maintain the tolerances specified. Strength shall be sufficient to compensate for the weight of the fresh concrete plus a construction live load of 50 psf minimum.
  - 3. Testing Agency: All testing shall be done by an approved testing laboratory selected and paid by the Owner. Contractor shall furnish testing agency access to work, facilities, and incidental labor required for testing and inspection. Retention by the Owner of an independent testing agency shall in no way relieve the Contractor of responsibility for performing all work in accordance with the contract requirements.
  - 4. Source Quality Control: The Architect, Engineer and Testing Agency shall be offered uninterrupted access to the ready-mix batching plant at all times that the work is in progress. Contractor shall obtain cementitious materials from the same source throughout project construction.
  - 5. Record of Work: A record shall be kept by the General Contractor listing the time and date of placement of all concrete for the structure. Such record shall be kept until the completion of the project and shall be available to the Architect and Engineer for examination at any time.

6. Approval: All formwork surfaces that will provide the finish surface of exposed concrete must be approved by the Architect before depositing concrete.

# 1.7 SUBMITTALS

- A. Mix Designs: Submit substantiating data for each concrete mix design contemplated for use to the Architect not less than six weeks prior to first concrete placement. Data for each mix shall, as a minimum, include the following:
  - 1. Mix identification designation (unique for each mix submitted).
  - 2. Statement of intended use for mix.
  - 3. Mix proportions, including all admixtures used.
  - 4. Manufacturer's data and/or certifications verifying conformance of all mix materials, including admixtures, with specified requirements.
  - 5. Wet and dry unit weight.
  - 6. Entrained air content.
  - 7. Design slump.
  - 8. Required average strength qualification data per ACI 301 1.6.2. Submit separate qualification data for each production facility which will supply concrete to the project.
  - 9. Average strength qualification data (trial mix data or field test data per ACI 301 3.9.3). When field test data is used to qualify average strength, submit separate qualification data for each production facility which will supply concrete to the project.
  - 10. Field test data submitted under paragraphs above shall include copies of the Concrete Testing Agency's reports from which the data was compiled.
  - 11. Separate design mixes are required for each strength and class of concrete, each change in type and/or quantity of mix materials including admixtures, each change in slump limits, and each change in entrained air content.
- B. Reinforcement Shop Drawings: Submit Shop Drawings as specified under Section 01 33 00 Submittal Procedures. Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices. Indicate exact locations of all openings, framing or special conditions affecting the work. Provide 1/4 inch scale elevations of all walls and grade beams with reinforcing shown.
- C. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architect.
- D. Joint Layout Plan: Submit a joint layout plan for all concrete pavements.

# 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Reinforcing.
  - 1. Unload and store reinforcing bars so they will be kept free of mud. Store on timber skids while awaiting use.
- B. Concrete.
  - 1. Hauling Time: Discharge all concrete transmitted in a truck mixer, agitator, or other transportation device not later than 1-1/2 hours, or 300 revolutions of the drum after the mixing water has been added, whichever is earliest.

- 2. Extra Water: Deliver concrete to the job in exact quantities required by the design mix and shall conform to ASTM C 94. Should extra water be required before depositing the concrete, the Contractor's Superintendent shall have sole authority to authorize the addition of water. Any additional water added to the mix after leaving the batch plant shall be indicated on the truck ticket and signed by the person responsible. Where extra water is added to the concrete, it shall be mixed thoroughly for 30 revolutions of the drum at mixing speed. Water may be added at the site only once to each batch. Do <u>NOT</u> add water to concrete containing high range water reducers after the admixture has been introduced into the mix.
- 1.9 PROTECTION
  - A. Protect newly finished cast-in-place concrete from damage.

### 1.10 REGULATORY REQUIREMENTS

- A. Conform to applicable local standards.
- 1.11 ENVIRONMENTAL REQUIREMENTS
  - A. Concrete shall not be placed when subgrade surface temperature is less than 40 degrees F, or surface is wet or frozen.

### PART 2 - PRODUCTS

- 2.1 GENERAL
  - A. All materials used shall be in accordance with ACI 301, paragraphs as listed, unless amended or superseded by requirements of following articles or General Notes on the Drawings.
  - B. Name brands listed in this section are intended to establish the level of quality and performance expected.
  - C. Sidewalks (6 feet wide and over):
    - 1. Concrete: 6 inches thick, 4000 psi
    - 2. Reinforcing: Fiber-mesh
  - D. Sidewalks (less than 6 feet wide):
    - 1. Concrete: 6 inches thick, 4000 psi
    - 2. Reinforcing: Fiber-mesh

# 2.2 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
  - 1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form", Class I.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to surface.
  - 1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
- 2.3 CEMENTITIOUS MATERIALS (ACI 301 4.2)
  - A. General: Unless otherwise specified, use one brand and type of cement throughout the project.
  - B. Portland Cement: ASTM C 150 Type I/II
  - C. Fly Ash: ASTM C 618 Class F or C
- 2.4 ADMIXTURES (ACI 301 4.2.1.4)
  - A. General: Unless specified, no admixtures may be used without specific written approval of the Engineer.
  - B. Air Entraining Agent: Conform to ASTM C 260. Master Builders "MB-VR" or "MB-AE" or approved equal. Add air entraining agent as required herein.
  - C. Water Reducing Admixture: Conform to ASTM C 494, Type A. Master Builders Pozzolith 322N or Polyheed 997 or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water.
  - D. High-range, water reducing (HRWR) admixture (Super-plasticizer): Conform to ASTM C 494, Type F or G. Master Builders Rheobuild 1000 or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water.
  - E. Non-Corrosive, Non-Chloride Accelerator: Conform to ASTM C 494, Type E. Master Builders Pozzutec 20 or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer shall have long term test data from an independent testing laboratory proving non-corrosive effects on reinforcing steel using an acceptable accelerated corrosion test method.
  - F. Retarding Admixture: Conform to ASTM C 494, Type D. Master Builders Pozzolith Retarder or approved equal. The admixture shall not contain more chloride ions than are present in municipal drinking water.'
  - G. Calcium Chloride: Conform to ASTM D98. Calcium Chloride or admixtures containing more than 0.50 percent chloride ions or 0.30 percent thiocynates are not permitted.
  - H. Fibrous Reinforcement:
    - 1. 100% Virgin, Polypropylene fibrillated fibers containing no reprocessed olefin materials and having tensile strength of not less than 80 ksi with multi-grade fiber lengths per manufacturer's recommendation of concrete type and application. Current ICBO approval required. Conform to ASTM C 1116, Type III, 4.1.3., performance Level I. Fibers shall be between 3/8" and 3/4" in length. Multigraded fibers shall be manufactured in accordance with a graduation curve formula which will produce a blend of not less than 20 individual fiber designs.
    - 2. Acceptable Products: "Fibermesh 300" by Propex or approved equal.
  - I. Certification: <u>Written Conformance</u> to above mentioned requirements and the chloride ion content of the admixture <u>will be required</u> from the admixture manufacturer prior to mix design review by the Engineer.

# 2.5 AGGREGATES (ACI 301 4.2.1.2)

- A. Continuously obtain each type aggregate from same source throughout the project.
  - 1. Normal Weight Aggregates: Conform to ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
    - a. For exterior exposed surfaces, do not use fine or coarse aggregates containing spallingcausing deleterious substances.
    - b. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Architect.

# 2.6 SCHEDULE OF CONCRETE MIXES

A. Criteria.

Туре	Use	Minimum 28 Day Strength PSI	Max W/C Ratio	Minimum Cement Materials (Lbs.)	Max Size Aggregate (Inches)	Slump Range Inches	Air Content (%)	Cement Type	Fiber- Mesh Usage
1	Pavement	4,500	0.45	600	1"	3-5	4-8	I/II	YES
2	Curb & Gutter (Machine)	4,000	0.45	600	1"	1-3	4-8	I/II	YES
3	Sidewalks and All Other Exterior Slabs on Grade	4,000	0.50	570	1"	3-5	4-8	I/II	YES
4	All Other Concrete	4,000	0.50	570	1"	3-5	4-8	I/II	NO

B. Notes to Schedule of Concrete Mixes.

- 1. W/C is the ratio of weight of water to weight of cementitious materials. The weight of water shall include all free water in the aggregate at the time of batching.
- 2. Minimum cementitious materials are the minimum weight of Portland Cement plus fly ash.
- 3. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.

# 2.7 WATER

A. Potable.

- 2.8 SLUMP (ACI 301 4.2.2.2)
  - A. See Section 2.6 Schedule of Concrete Mixes.
  - B. Concrete with High-Range Water-Reducer (HRWR) Admixture (Superplasticizer): Slump per manufacturer's recommendations.
- 2.9 SELECTION OF PROPORTIONS (ACI 301 4.2.3):
  - A. Mix Design: Cost of concrete mix designs by Contractor.
  - B. Selection of Proportions: Use method of ACI 301 3.9. Proportioning based on method of ACI 301 3.10 not allowed.
  - C. All mixes shall be proportioned on the basis of trial mixtures and shall meet the provisions of ACI 301 4.2.3.4.b. Mixes shall contain identical materials and proportions intended for use in the project.
  - D. Fly ash, in proportions not greater than 20% by weight of the total amount of cementitious materials, may be used when accepted by the Engineer. Cement content and/or water-cement ratio for mixes containing fly ash shall be based on the total weight of cementitious materials (Portland Cement plus fly ash and micro silica, if any).
- 2.10 REINFORCING STEEL (ACI 301 3.2.1.1)
  - A. All reinforcing shall have a minimum yield strength of 60,000 psi, except embedded plate anchors which shall have a minimum yield strength of 40,000 psi (or 60,000 psi if ASTM A 706 reinforcing is used) unless shown otherwise on the Drawings.
  - B. All reinforcing shall conform to ASTM A 615, Deformed Billet Steel Bars or ASTM A 706, Low-Alloy Steel Deformed Bars. Finish: Plain.
  - C. All welded steel wire fabric shall conform to ASTM A 185, Plain type.
  - D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.
- 2.11 CONSTRUCTION JOINT BONDING (ACI 301 6.1.4)
  - A. Bonding Compound: Acrylic or Styrene Butadiene Base: Hornweld, A.C. Horn, Inc.; SBR Latex, Euclid Chemical Co.; or approved equal.
- 2.12 EXPANSION JOINTS (ACI 301 6.2.2)
  - A. Fiber Expansion Joint: Conform to ASTM D 1751; 1/4" thickness unless shown otherwise on the Drawings.
- 2.13 PAVEMENT JOINT AND FILLER MATERIALS
  - A. Joint Filler: Asphalt impregnated fiberboard or felt, 1/2-inch thick. Recess top of all joint fillers where sealant is required 1" below surface for sealant.
  - B. Silicone Sealant: One-part low-modular neutral cure silicone sealant complying with ASTM C 920, Type S, Grade P, Class 25, and uses T and M, and as applicable to joints with concrete substrates, O.

### 2.14 ACCESSORIES

- A. Compressible Form Tape: Bear #536 vinyl foam or equivalent.
- B. Cone Ties: 1-1/4" diameter, 1-1/2" depth, plastic cone with suitable snap tie.
- C. Chamfer Strips: 3/4", 45 degree PVC.

### 2.15 EPOXY ADHESIVES

- A. With prior approval of the Architect and Engineer as to methods and procedures, make structural repairs with Euclid Chemical Company, Euco Epoxy 452MV or 620, or Sika Chemical Corporation Culma Dur Mortar, Sikadur Hi-Mod L.V., or Sikadur Hi-Mod. Where epoxy injection procedures are used, an approved low viscosity epoxy, made by the previously specified manufacturers, shall be used.
- B. Epoxy Paste Adhesive for Embedment of Anchors: Shall be a solvent-free, two-part, moisture-insensitive epoxy which conforms to ASTM C 881, Type IV, Grade 3, Class B and C, and which possesses the following material properties (after 14 days of curing at 70 degrees F unless noted otherwise):
  - 1. Pot Life in mixed state: 30 minutes minimum.
  - 2. Modulus of Elasticity (ASTM D 695): 500,000 to 900,000 psi.
  - 3. Compressive Strength (ASTM D 695): 8,000 psi minimum.
  - 4. Shear Strength (ASTM D 732): 3,000 psi minimum.
  - 5. Tensile Strength (ASTM D 638): 1,500 psi minimum.
  - 6. Deflection Temperature at 264 psi fiber stress (ASTM D 648): 125 Deg F minimum.
  - 7. Pull-Out Strength: In 5,000 psi minimum concrete, using Grade 60 Rebar, embedded 10 bar diameters. Tensile Strength: 90,000 psi minimum.
  - 8. Acceptable Products: "SIKADUR 31 HI-MOD Gel", SIKA Corporation, Lyndhurst, NJ, or approved equal.

### 2.16 BONDING COMPOUND FOR RESURFACING OR REPAIR

- A. Bonding Compound: Euclid Chemical Company, Euco Weld; Larsen Products Weldcrete; Sika Chemical Corp. Sikabond, or equivalent.
- 2.17 CURING COMPOUND (ACI 301 5.2.1.2)
  - A. The compound shall conform to ASTM C 309, Type I-D, Class A, 18% solids content minimum, and have test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft. per gallon (2 coats minimum). <u>Manufacturer's certification required</u>. Product shall be compatible with products applied directly to concrete surfaces.

### 2.18 ABSORPTIVE COVER

- A. Burlap cloth made from jute or kenaf, weighing approximately 9 ounces per square yard, complying with AASHTO M182, Class 2.
- 2.19 MOISTURE RETAINING COVER
  - A. One of the following, complying with ASTM C 171:
    - 1. Polyethylene film, (4 mils (0.004") thick minimum).
    - 2. Waterproof paper.
    - 3. Polyethylene coated burlap.

# 2.20 EVAPORATION RETARDER

A. "Confilm" by Master Builders, Inc. or approved equal.

### 2.21 NON-SHRINK GROUT OR DRYPACK

- A. Acceptable Manufacturer and Products:
  - 1. Non-Metallic Grout: Use one of the following [where grout is exposed to view or weathering]:
    - a. U.S. Grout Corporation "Five Star Grout".
    - b. Master Builders "Master flow 928".
    - c. L&M Chemicals "Crystex".
    - d. Euclid Chemical Company "Hi Flow."
    - e. Or approved equal.
  - 2. Grout shall conform to CRD-C-621-80, Corps of Engineers "Specification for Non- Shrink Grout."
- B. Install per manufacturer's instructions.

### PART 3 - EXECUTION

### 3.1 GENERAL

- A. Install concrete work in accordance with ACI 301, paragraphs as listed, unless amended or superseded by following articles or General Notes on the Drawings.
- B. Use ready-mixed concrete conforming to ASTM C 94. No job-mixed concrete allowed.

### 3.2 INSPECTION

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of subgrade are correct.
- C. All formwork surfaces that will provide the finish surface of exposed concrete must be approved by the Architect before depositing concrete. Completed installation of concrete reinforcement must be approved by the Testing Agency before depositing concrete.

### 3.3 PREPARATION

- A. Moisten subgrade to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manholes and catch basin frames with oil to prevent bond with concrete pavement.
- C. Notify Architect/Engineer minimum 24 hours prior to commencement of concreting operations.
- D. Underslab surfaces shall be fine graded to smooth, level surface prior to installation of slab-on-grade edge and construction joint forms.
- 3.4 FORMWORK (ACI 301 2.2)
  - A. Place and secure forms to correct locations, dimension, and profile.
  - B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
  - C. Earth Cuts (ACI 301 2.2.2.3): Earth cuts may not be used as forms.
  - D. Chamfer Strips (ACI 301 2.2.3.2): Install 45 degree chamfer strips at exposed outside corners.

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- E. Anchors, Inserts, Blockouts, and Built-In Items: Anchor bolts, inserts, form blockouts, and other items built into the concrete shall be securely fastened to formwork or held in place with templates. Insertion into concrete after pouring will not be allowed.
- 3.5 PREPARATION OF FORM SURFACES (ACI 301 2.3)
  - A. Conform to ACI 301 2.3.

### 3.6 FORM REMOVAL (ACI 301 2.3.2)

- A. Form Removal: Remove formwork supporting weight of concrete only after notifying Architect and Engineer and in a manner to insure safety of the structure. Under normal conditions, formwork may be removed when concrete is at least 14 days old and has reached 75 percent of specified strength. When structure is exposed to temperatures below 45 degrees F., leave formwork in place an additional period of time equaling the time structure was exposed to lower temperature. No live load permitted on new construction after form removal until concrete is at least 28 days old and has reached full specified strength.
- B. Form Facing Material Removal: Form facing material which is removable without disturbing shores may be removed when concrete is at least seven (7) days old. Facing may be removed earlier if specifically permitted by the Architect and Engineer and acceptable curing compound is applied to all formed surfaces immediately after form removal.

### 3.7 FORM REUSE

- A. Clean all form material suitable for reuse before erection. No form material will be acceptable for reuse if, in the opinion of the Architect, it will not produce a finished surface required by these Specifications or called for on the Drawings.
- 3.8 PLACING REINFORCEMENT (ACI 301 3.3)
  - A. Install reinforcing in accordance with ACI 301 section 3.3, unless amended or superceded by the general notes on the Drawings.
  - B. Fiber reinforcement.
    - 1. Concrete pavement and walks shall be reinforced with 1.5 pounds of 3/4 inch long Norcan fibers, or approved equal, per cubic yard of concrete.
    - 2. Fiber shall be added to the concrete mix in accordance with the manufacturer's recommendations.
    - 3. Use of fiber reinforcement will indicate lower slump values if the standard ASTM C 143 slump test is used. ASTM C 995 may be used to measure consistency and workability of fiber-reinforced concrete, if approved by the Owner and testing agency in writing.
    - 4. Fiber may be added at the batch plant or at the job site; if added at the job site, follow manufacturer's instructions for additional mixing time after addition of fibers.
    - 5. If mix design specifies the use of a superplasticizer, add and mix polypropylene fiber prior to adding the superplasticizer.
    - 6. Use of polypropylene fiber reinforcement shall not change water requirements of mix.

# 3.9 WELDING REINFORCEMENT (ACI 301 3.2.2.2)

A. Welding reinforcing bars not permitted except where specifically indicated. Protect exposed bars intended for bonding with future construction from corrosion by providing adequate covering. Use reinforcing conforming to ASTM A 706 where welding of reinforcing is required unless otherwise specified on the Drawings.

### 3.10 FIELD BENDING OF REINFORCEMENT

A. Reinforcement partially embedded in concrete shall not be field bent except as shown on the Drawings or specifically permitted by the Engineer.

### 3.11 CONCRETE PLACEMENT (ACI 301 5.3)

- A. Place concrete in accordance with ACI 301.
- B. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
  - 1. Apply temporary protective covering to lower 2 feet of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
  - 2. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- C. Guide the flow of concrete in walls for vertical drop between the reinforcing with a spout, down pipe, elephant trunk, or other appropriate method.
- D. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306.
- E. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305.
- F. Place concrete continuously between predetermined construction joints.
- 3.12 CONSTRUCTION JOINTS OF STRUCTURAL MEMBERS (ACI 301 6.1)
  - A. Construction joints of Structural Members (ACI 301 6.1.4): Use specified Bonding Compound, applied as recommended. Omit 6.1.4.2 and 6.1.4.3.
  - B. Doweled Connections: In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solidly with specified non-shrink grout or epoxy mortar as directed by the Engineer.

### 3.13 PAVEMENT JOINTS

- A. Place expansion joints at a maximum of 50-foot intervals and at point of curb returns and point of curves. Align curb, gutter, and sidewalk joints.
- B. Place joint filler between paving components and building or other appurtenances as shown on the drawings.
- C. Provide scored or sawn joints at 5-ft intervals for sidewalks, 10-ft intervals for curb and gutters, 12-ft maximum each way for concrete pavement.
- D. Seal all control and expansion joints. Scored or sawn joints shall not be sealed.
- E. Joints shall separate concrete pavement into panels as recommended by the Portland Cement Association (PCA).
- 3.14 REPAIR OF SURFACE DEFECTS (ACI 301 5.1)
  - A. Modify or replace concrete not conforming to required lines, details, and elevations.

- B. Repair or replace concrete not properly placed resulting in excessive honeycombing and other defects. Patch, repair, or replace exposed concrete as directed by the Architect.
- C. Patching of tie holes is required.
- D. Repair defects in structural concrete elements as follows:
  - 1. Deep Defects Exposing Reinforcing: Chip to sound concrete and clean thoroughly to remove all loose concrete and dust. Apply thin coat of specified epoxy adhesive. Form and pour, or dry pack with specified non-metallic, non-shrink grout, prior to development of tack-free condition of epoxy bonder. Strip forms after grout has hardened and provide specified finish. Moist cure or apply specified clear curing and sealing compound immediately after finishing.
  - 2. Defects Greater Than 1/2" Depth, Not Exposing Reinforcing: Chip, clean and apply specified epoxy adhesive. Dry pack using specified non-metallic, non-shrink grout prior to development of tack-free condition of epoxy bonder. Provide specified finish and cure per Subparagraph (D.1).
- E. Defects Less Than 1/2" Depth and Tie Holes:
  - 1. For concrete having a specified compressive strength of 5,000 psi or less: Chip and clean per Subparagraph (D.1). Dry pack, finish, and cure per Subparagraph (D.1).
  - 2. For concrete having a specified compressive strength greater than 5,000 psi: Chip and clean per Subparagraph (D.1). At Contractor's option, dampen surface and apply Sikatop Non-Sag mortar, or equivalent, followed by specified finish (no curing required); or apply thin coat of the specified bonding compound followed by dry pack, finish and cure per Subparagraph (D.1).
- F. Other equivalent repair procedures may be used subject to review and acceptance by the Architect and Engineer.
- 3.15 FORMED SURFACE FINISHES (ACI 301 5.3.3)
  - A. Formed surface finishes per ACI 301 5.3.3 and as follows:
    - 1. Rough Form Finish: Provide concrete surface having the texture imparted by the form facing material used, with the holes filled and defective areas repaired and patched and all fins and other projections exceeding 0.25" in height rubbed down or chipped off. Provide for formed concrete surfaces not exposed to view.
    - 2. Smooth Form Finish: Produce smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging form panels in an orderly and symmetrical pattern with a minimum of seams. Repair and patch defective areas with all fins or other projections completely removed and smoothed. Provide for formed concrete surfaces exposed to normal view or that are to be covered with a coating material directly applied to concrete in the finished building. This includes waterproofing, painting or similar systems. Fill tie holes and finish flush with and to match adjacent surfaces.

# 3.16 PAVEMENT FINISHING

- A. Sidewalk Paving: Light broom.
- B. Curbs and Gutters: Light broom.
- C. Site Concrete Pavement: Light Broom.
- D. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions. Use curing compound as approved by authority having jurisdiction.

# 3.17 INSTALLATION OF EMBEDDED ITEMS (ACI 301 2.3)

A. Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

# 3.18 CURING (ACI 301 5.3.6)

- A. General.
  - 1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Maintain concrete with minimum moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of concrete.
  - 2. Curing shall commence as soon as free water has disappeared from the concrete surface after placing and finishing. The curing period shall be ten (10) days for all concrete.
  - 3. Curing shall be in accordance with ACI 301 procedures. Avoid rapid drying at the end of the curing period. During hot and cold weather, cure concrete in accordance with ACI 305 and ACI 306.
- B. Curing Concrete (Pavement, Sidewalks and other Flatwork).
  - 1. Perform curing of concrete by moisture curing, by moisture-retaining cover curing, or by liquid membrane curing.
  - 2. Provide moisture curing by one of the following methods:
    - a. Keep concrete surface continuously wet, covering with water.
    - b. Continuous water-fog spray.
    - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping it continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers. Leave coverings in place a minimum of ten (10) days.
  - 3. Provide moisture-cover curing as follows:
    - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practical width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape. Provide weights for hold down as required.
    - b. Leave coverings in place a minimum of ten (10) days.
  - 4. Provide liquid membrane curing as follows:
    - a. Spray concrete surface with specified liquid membrane-forming curing compound as soon as final finishing operations are complete (within 30 minutes). Apply two (2) coats uniformly in continuous operation by power-spray or roller. Apply each coat in accordance with manufacturer's directions. Recoat areas subjected to rainfall within three hours after initial application.
    - b. Curing compound shall be compatible with adhesives used for installation of flooring materials and floor sealers.

- C. Curing other Concrete.
  - 1. Provide curing and sealing compound to retaining walls as follows:
    - a. Apply specified curing and sealing compound to concrete surfaces as soon as final finishing operations are complete (within 30 minutes). Apply two (2) coats uniformly in continuous operation by power-spray or roller. Apply each coat in accordance with manufacturer's directions. Recoat areas subjected to rainfall within three hours after initial application.
    - b. Maintain continuity of coating and repair damage during curing period.
    - c. Obtain Architect's and Engineer's acceptance for use of membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, waterproofing, dampproofing, painting, and other coatings and finish materials.
- D. Curing Formed Surfaces.
  - 1. Where forms are used, cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed. When forms are removed, continue curing by methods specified above for specified curing time.
- E. Curing Unformed Surfaces.
  - 1. Cure unformed surfaces, such as retaining wall foundation by application of appropriate curing method.

### 3.19 FIELD QUALITY CONTROL (ACI 301 7.3.3)

- A. Field inspection and testing will be performed under provisions of Section 01 40 00 Quality Requirements. Testing laboratory services by Owner as directed by the Architect or Engineer.
- B. Concrete inspection and testing will be made in accordance with building code requirements, and Contract Documents, and will include the following:
  - 1. Testing concrete for strength, slump, air content, temperature, and unit weight.
  - 2. Making and testing concrete cylinders, including furnishing cylinder containers for specimens.
  - 3. Transporting and storing of all specimens involved in testing and inspection. Test cylinders are to be transported to laboratory not later than 24 hours after casting, nor earlier than 16 hours after casting.
  - 4. Inspection of mixing and placing of concrete at the site, including recording of: amount and location of concrete placement, truck number and amount of water added to each load of concrete tested, time of transit, time mixed on job, time placement was completed, method of placing concrete, and any other pertinent information.
- C. Test Specimens.
  - 1. The Testing Laboratory will take specimens for strength of each class of concrete from different locations on the job as follows: At least one (1) set of four (4) cylinders for each 100 cubic yards or fraction thereof of all other concrete of each concrete mix used, but not less than one set for any one day's operations.
  - 2. When more than 100 cubic yards of each type or category concrete is placed in any one day, the interval between test samples shall be at least 30 cubic yards in order to be representative of the entire day's operation.
  - 3. Separate design mixes are required for each strength and class of concrete, each change in type and/or quantity of mix materials including admixtures, each change in slump limits, and each change in entrained air content.

- 4. Slump Tests: Determines slump concrete used for the strength tests. If slump is greater by 1/2" than the upper limits specified in the CONCRETE MIX DESIGN in Part 2 above, the concrete in that truckload will be rejected.
- 5. Air Content: Determine air content of concrete used for strength test. If air content is greater by 1% than the upper limits specified in the CONCRETE MIX DESIGN in Part 2 above, the concrete in that truckload will be rejected. Air entraining admixture may be added to concrete at the site to bring the concrete within the specified range. When this occurs, it shall be mixed thoroughly for 30 revolutions of the drum at mixing speed. Air entraining admixture may be added at the site only once to each batch.
- 6. One (1) additional test cylinder shall be taken during cold weather and cured on-site under same conditions as concrete it represents.
- 7. One (1) slump test and air content test shall be taken for each set of test cylinders taken.
- 8. Temperature: Determine temperature of concrete used for strength tests.
- 9. Architect may require the making of additional cylinders should there be reasonable causes to suspect that concrete being placed does not comply with specified concrete quality.
- 10. For concrete placed by pumping, test specimens and concrete used for determination of slump, air content, and weight are to be taken at the point of placement of the concrete. Additionally, the slump and air content of the first two (2) and every fourth truck load thereafter of concrete shall be determined prior to being placed into the pump.
- 11. Samples will be obtained in accordance with ASTM C 172.'
- 12. Making, curing and subsequent handling of test cylinders, except as modified herein, shall be in accordance with ASTM C 31. Testing shall be in accordance with ASTM C 39.
- 13. The cylinders shall be placed in laboratory storage under moist curing conditions at approximately 70 degrees F. within 24 hours after molding, and maintained therein until tested. Tests will be as follows:
  - a. One (1) cylinder shall be tested at seven days for information.
  - b. Two (2) cylinders shall be tested at 28 days for acceptance. The acceptance test results shall be the average strength of these two (2) cylinders.
  - c. One (1) cylinder shall be tested at 56 days for information.
- 14. Test Reports: Reports of cylinder tests shall be submitted as specified above within five (5) days of laboratory testing. Test reports shall, as a minimum, include:
  - a. Project data including project name and address, concrete supplier, supplier's delivery ticket number and mix identification number, Testing Agency's test or cylinder identification number, and location of pour.
  - b. Results of field testing at time of sampling including date and time of sampling, amount of water added at site prior to sampling, ambient air temperature and concrete temperature, concrete slump and air content, and concrete wet unit weight.
  - c. Results of laboratory testing including date test specimens were transported to laboratory, date and age of concrete at time of testing, compressive strength of each cylinder tested, average compressive strength of tested cylinders, and specified design strength of concrete represented by the test.
- 15. Additional Testing: Contractor shall bear the cost of testing and inspection resulting as a consequence of the following:
  - a. Work not in compliance with the Contract Documents.
  - b. Testing requested by the Contractor or Subcontractor such as additional cylinders for early breaks, etc.
  - c. Testing to verify the adequacy of work done without prior notice, without proper supervision, or contrary to standard construction practice.

- 16. Reinforcing Steel Inspection: Concrete reinforcing shall be inspected by the Testing Agency prior to closing of concrete form work or placing of concrete. Inspect all reinforcing for conformance with Contract requirements. Submit written reports for conformance with Contract requirements. Submit written reports of all inspections in accordance with above requirements on a daily basis. Such reports shall include a description of each area inspected, deficiencies noted, and corrective action undertaken to resolve such deficiencies. Deficiencies observed shall immediately be brought to the attention of the Contractor's Field Superintendent and Reinforcing Placer's Foreman. In the event deficiencies are not corrected, or if an interpretation of the Contract Documents is required, the Engineer shall be immediately notified.
- 3.20 PROTECTION
  - A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.
- 3.21 EVALUATION AND ACCEPTANCE CRITERIA (ACI 301 1.6)
  - A. Basis of evaluation and acceptance of work under this section shall be in accordance with the provisions of these chapters.
- 3.22 MISCELLANEOUS CONCRETE REQUIREMENTS
  - A. All other concrete work indicated on the Drawings shall be provided and installed, even though not specifically mentioned herein, to complete the work.

# END OF SECTION 32 13 00

# SECTION 32 17 23

### PAVEMENT MARKINGS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

# 1.2 SECTION INCLUDES

- A. The application of traffic paint and reflective media in accordance with the Manual on Uniform Traffic Control Devices Part III and as modified and supplemented by this Section of these projects Specifications and the Drawings.
- B. All on-site striping words and handicap parking designations shown on plans. Where not shown on plans, handicap designation shall be painted on surface per latest MUTCD standards.

### 1.3 RELATED SECTIONS

- A. Section 32 12 16 Asphalt Paving.
- B. Section 32 13 00 Rigid Paving.

### 1.4 **REFERENCES**

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. "Standard Specifications for Road and Bridge Construction," Department of Transportation, State of Colorado (CDOT Specs).
  - 1. Section 627 Pavement Marking.
  - 2. Section 708 Paints.
  - 3. Section 713 Traffic Control Materials.

# 1.5 SUBMITTALS

- A. Pavement Marking Paint
  - 1. Submit a certification from the manufacturer or an approved independent laboratory that the Pavement Marking Paint used complies with the requirements of Part 2.
- B. Thermoplastic Pavement Marking:
  - 1. Submit a certification from the manufacturer or an approved independent laboratory that the thermoplastic pavement marking complies with the requirements of Part 2.

### 1.6 QUALITY ASSURANCE

A. Paint markings shall not fade, crack, flake or peel within the warranty period.

### PART 2 - PRODUCTS

### 2.1 PAINT

- A. Pavement-Marking Paint: Alkyd Traffic Marking Paint
  - 1. Color: Yellow
  - 2. Non-Reflective
  - 3. VOC Content: Pavement-marking paints shall have a VOC content of 150 g/L of less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

### 2.2 COLOR

A. Color for on-site pavement marking shall be as specified by the Project Manager or shown on the plans.

### PART 3 - EXECUTION

### 3.1 CONSTRUCTION REQUIREMENTS

- A. Description: Pavement markings shall be applied over the finished asphalt surface of concrete surface. See plans for locations.
- B. Surface Preparation: Dirt, clay, silt and sand will be removed from the pavement prior to the application of paint.
- C. Weather Limitations: No paint shall be applied to damp or wet pavement surfaces, nor when inclement weather threatens to interrupt normal progress of the work. Traffic paints shall not be applied at a surface temperature below 70 degrees F nor exceeding 95 degrees F. During periods of high wind, painting shall be discontinued. Interpretation of "inclement weather" and "high wind" will be determined by the Architect/Engineer.
- D. Application: Equipment shall conform to Section 627 Pavement Marking, CDOT.
- E. Paint shall be applied according to Section 627 Pavement Marking, CDOT.
- F. Pavement Marking: Striping shall conform to the U.S. Department of Transportation, Manual on Uniform Traffic Control Devices (MUTCD), current edition.
- G. Beneficial Occupancy: Newly painted surfaces shall be protected from damage by vehicles during the time required for paint to harden sufficiently to prevent displacement or pickup by tires of automobile traffic. If paint has not hardened sufficiently in 90 minutes, painting operations shall cease until the reason for slow drying has been corrected.

### 3.2 HANDICAP PARKING DESIGNATION

- A. Provide International Symbol of Accessibility at handicap-accessible parking, with white graphic and blue background.
- 3.3 CROSSWALKS, DIRECTIONAL ARROWS, AND STOP BARS
  - A. Details as shown on plans.
  - B. Pavement marking material shall be paint.

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# 3.4 PARKING LOT STRIPING

- A. Stripes shall be 4 inches wide.
- B. Layout as shown on the plans.
- C. Pavement marking material shall be paint.

# END OF SECTION 32 17 23

# SECTION 33 40 00

### **STORM DRAINAGE UTILITIES**

### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

### 1.2 SECTION INCLUDES

- A. Piping, fittings, and accessories.
- B. Inlets.
- C. Manholes.
- D. Cleanouts.
- E. Roof drain connections.
- F. Headwall and orifice plate.
- G. Water quality structure.
- H. Cast-in-place concrete.
- I. Adjust existing manholes, inlets and cleanouts.
- J. Sidewalk chase drains.
- 1.3 RELATED SECTIONS
  - A. Section 01 33 00 Submittal Procedures.
  - B. Section 31 20 00 Earth Moving.
  - C. Section 31 37 00 Riprap.
  - D. Section 32 13 00 Rigid Paving.
  - E. Section 33 46 13.13 Foundation Drainage.

### 1.4 REFERENCES

- A. The latest issue of the publications listed below and referenced to thereafter by basic designation only, forms a part of this specification to the extent indicated by the reference thereto:
- B. City of Aurora Standards (for the University of Colorado Anschutz Medical Campus Only)
- C. Colorado Department of Public Health and Environment (CDPHE)
- D. Standards and Specifications of the local authority.

- E. American Concrete Institute (ACI).
  - 1. ACI 301Specifications for Structural Concrete for Buildings.
- F. American Society for Testing and Materials (ASTM).
  - 1. ASTM C 76 Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
  - 2. ASTM C 150 Portland Cement.
  - 3. ASTM C 443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
  - 4. ASTM C 478 Pre-cast Reinforced Concrete Manhole Sections.
  - 5. ASTM C 857 Minimum Structural Design Loading for Underground Pre-cast Concrete Utility Structures.
  - 6. ASTM C 891 Installation of Underground Pre-cast Concrete Utility Structures.
  - 7. ASTM D 2321 Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
  - 8. ASTM D 2564 Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
  - 9. ASTM D 2855 Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
  - 10. ASTM D 3034 Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
  - 11. ASTM F 402 Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings.
  - 12. ASTM F 477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
  - 13. ASTM F 656 Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
  - 14. ASTM F 679 Polyvinyl Chloride (PVC) Large-Diameter Plastic Gravity Sewer Pipe and Fittings.
- G. American Concrete Pipe Association Standards (ACPA).

# 1.5 REGULATORY REQUIREMENTS

A. Conform to applicable local code for materials and installation of the work of this Section.

# 1.6 SYSTEM PERFORMANCE REQUIREMENTS

- A. Design Requirements
  - 1. Any utility piping that will be conveyed to or become owned by the City of Aurora must comply with the City of Aurora Standards. Coordinate with the University Project Manager to determine ownership of utility piping.
  - 2. Nonmetallic Utility Lines:
    - a. Provide an insulated 16 gauge tracer wire (or metallic tape) at all new nonmetallic utility lines outside the building envelope to indicate the utility's location to tracing equipment. Locate tape or wire either affixed to the utility, or, if metallic tape, buried with a 12 inch separation directly above the utility. Expose tracer wire at either end of the utility (above grade) and prominently mark with flag after backfill is completed.
    - b. Determine the appropriate point and method of termination with the University Project Manager and utility locator/document.
  - 3. Sanitary and Storm Sewerage:
    - a. Provide manholes at major junctions of exterior sewer lines and cleanouts on all other junctions.
    - b. Provide manhole covers with holes drilled in lid for use of lifter for removal.

c. Provide flat and level manhole covers free of projections in driveways and parking lots to avoid interference with snow removal equipment.

# 1.7 SUBMITTALS

- A. Submit product data for the following:
  - 1. Inlets
  - 2. Manholes
  - 3. Cleanouts
  - 4. All pipe materials to be used
  - 5. Pipe jointing devices
  - 6. Flexible coupling
  - 7. Frames and grates
  - 8. Identification tape
  - 9. Trench drain cover
- B. Shop drawings for cast-in-place concrete and other structures. Include frames, covers, and grates.
- C. Reports and calculations for mix designs for each class of cast-in-place concrete.
- 1.8 QUALITY ASSURANCE
  - A. Environmental Agency Compliance: Comply with regulations pertaining to storm drainage systems.
  - B. Utility Compliance: Comply with regulations pertaining to storm drainage systems. Include standards of other utilities where appropriate.
  - C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 1 Section "Product Substitutions."
- 1.9 DELIVERY, STORAGE, AND HANDLING
  - A. Do not store plastic structures in direct sunlight.
  - B. Do not store plastic pipe or fittings in direct sunlight.
  - C. Protect pipe, pipe fittings, and seals from dirt and damage.
  - D. Handle pre-cast concrete manholes and other structures according to manufacturer's rigging instructions.

### 1.10 PROJECT CONDITIONS

- A. Site Information: Obtain a site survey and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned prior to the start of construction.
- C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
  - 1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without receiving Architect's written permission.

### 1.11 SEQUENCING AND SCHEDULING

- A. Coordinate storm drainage system connections to new on-site storm sewer.
- B. Coordinate with interior building drainage systems.
- C. Coordinate with other utility work.
- 1.12 PROJECT RECORD DOCUMENTS
  - A. Accurately record location of pipe runs, connections, inlets, manholes, and invert elevations.
  - B. Show other piping in same trench and clearances from storm drain piping. Indicate interface and spatial relationship between piping and proximate structures.

### PART 2 - PRODUCTS

### 2.1 SEWER PIPE MATERIALS

- A. All materials shall conform to the standard specifications of the local authority having jurisdiction. The Contractor shall obtain a copy.
  - 1. Internal, Expansion-Type Pipe Couplings: Stainless-steel expansion band with ethylene-propylenediene-monomer (EPDM), rubber-compound sealing sleeve, made to match inside diameter of pipes for nonpressure joints. Use nitrile rubber-compound sealing sleeve for fluids containing oil or gasoline.

### 2.2 PIPE ACCESSORIES

A. Fittings: Same material as pipe, molded or formed to suit pipe size and end design, in required "T", bends, elbows, cleanouts, reducers, traps and other configurations required.

# 2.3 BEDDING

A. See Section 31 20 00 - Earth Moving.

### 2.4 MANHOLES

- A. Use standard manhole of local authority having jurisdiction.
- B. Pre-cast bases are not allowed for concrete pipe.
- C. Pre-cast manholes shall be manufactured in accordance with ASTM C 478 with provision for rubber gasket joints.
  - 1. The base slabs shall be poured monolithic with the bottom riser section.
  - 2. Pre-cast manhole bases shall fit the conditions and locations for which they are intended without any field modifications. Any manhole base which requires field cutting or modification in order to fit the locations intended will be rejected.
  - 3. Pre-cast manhole base shall be bedded on approved granular bedding or approved subgrade.
  - 4. All pipe openings have an approved flexible coupling.

# 2.5 CAST-IN-PLACE CONCRETE

A. Perform all cast-in-place concrete in accordance with Section 32 13 00 - Rigid Paving.

### 2.6 CLEANOUTS

- A. Round cast iron housing with clamping device and round, secured, scoriated, cast iron cover. Include cast iron ferrule with inside caulk or spigot connection and countersink tapered thread, brass closure plug.
- B. Cleanouts shall be Josam 58680, or approved equal.
- C. Sewer pipe fitting and riser to cleanout shall be plastic pipe, ASTM D 3034.
- 2.7 SIDEWALK CHASE DRAIN
  - A. Locations and dimensions are shown on the plans.
  - B. Construct per the detail shown on the plans.
  - C. Cover shall consist of a non-slip raised pattern steel plate.

### 2.8 INLETS

- A. Inlets may be pre-cast or cast-in-place.
- B. Pre-cast inlets shall be manufactured in accordance with ASTM C 857.

# 2.9 IDENTIFICATION TAPE

- A. Manufacturer's standard permanent, bright colored, printed plastic tape with metallic core, intended for direct burial service. Tape shall be not less than 6 inches wide x 4 mils thick. Furnish green tape with black printing reading "Caution Sewer Line Buried Below".
- B. Provide identification markers by one of the following:
  - 1. Allen Systems, Inc.
  - 2. Emed Co., Inc.
  - 3. Seton Name Plate Corp.

### 2.10 FLEXIBLE COUPLING

- A. All pipe openings shall be constructed with an approved flexible wedge-type gasket conforming to ASTM D 443 capable of providing water tight joint with zero leakage around the installed pipe.
- B. An approved flexible butt type sleeve shall be used for pre-cast installations.

### 2.11 WATER QUALITY STRUCTURE

- A. Washed Gravel
  - 1.  $1 \frac{1}{2}$  inch to 3 inch washed rocks.
- B. Riser Pipe
  - 1. Four inch diameter ductile iron pipe
  - 2. Cap shall be ductile iron and be threaded to fit pipe.
- C. Perforated Underdrain
  - 1. See Section 33 46 13.13 Foundation Drainage for perforated underdrain.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that trench cut is ready to receive work, and excavations, dimension, and elevations are as indicated on Drawings.
- B. Beginning of installation means acceptance of existing conditions.

### 3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with bedding material.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling or compaction.

### 3.3 INSTALLATION - PIPE

- A. Install pipe and rubber gaskets in accordance with manufacturer's instruction. Seal joints watertight. Lay pipe from downstream end to upstream end with pipe bell or upstream end.
- B. Lay pipe to slope gradients noted on Drawings, with maximum variation from true slope of 1/8 inch in 10 feet.
- C. Install bedding material at bottom, sides and over top of pipe as shown on the Drawings.
- D. Place bedding material in maximum six (6) inch lifts, consolidating each lift.
- E. Place backfill on top of bedding material and compact as specified in Section 31 20 00 Earth Moving.
- F. Plastic Pipe as follows:
  - 1. Joint solvent-cement-joint pipe and fittings with solvent cement according to ASTM D 2855 and ASTM F 402.
  - 2. Join pipe and gasketed fittings with elastomeric seals according to ASTM D 2321.
- G. Concrete Pipe: In accordance with ACPA "Concrete Pipe Field Manual", use the following seals:
  - 1. Round Pipe and Fittings: ASTM C 443, rubber gaskets.
- H. System Piping Joints: Make joints using system manufacturer's couplings, except where otherwise specified.
- I. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and fit both systems' materials and dimensions.

### 3.4 INSTALLATION - IDENTIFICATION TAPE

A. Install identification tape above pipe during backfilling operations.

### 3.5 INSTALLATION - INLETS AND MANHOLES

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated.

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- D. Mount lid/grate and frame level in grout, secured to top of cone section or inlet box elevation indicated.
- E. Set tops of frames and covers flush with finished surface where manholes occur in pavements. Set tops 3 inches above finished surface elsewhere, except where otherwise indicated.
- F. Place pre-cast concrete manhole sections as indicated, and install according to ASTM C 891.
  - 1. Provide rubber joint gasket complying with ASTM C 443, at joints of sections.
  - 2. Apply bituminous mastic coating at joints of sections.
- G. Construct cast-in-place manhole bases for all pipe other than PVC.

### 3.6 INSTALLATION - CLEANOUTS

- A. Install cleanout and riser extensions from storm sewer piping to cleanouts at grade. Use ASTM D 3034 PVC pipe and fittings for branch fittings and riser extensions to cleanouts.
- B. Install fittings so cleanouts open in direction of flow in piping.
- C. Set cleanout frames and covers in earth in a cast-in-place concrete pad. Set with top 2-3 inches above the surrounding earth grade.
- D. Set cleanout frames and covers in concrete paving with tops flush with paving surface.
- E. Concrete encase fittings.

### 3.7 ADJUST EXISTING MANHOLES AND CLEANOUTS

- A. The Contractor shall adjust all existing storm sewer manholes and cleanouts, shown on the plans to remain in place, to final grade.
- B. Standards of the local authority shall apply when adjusting the manholes, even if the system is private.
- C. The Contractor shall notify the Architect of any manholes, cleanouts or other underground appurtenances not shown on the plans.
- 3.8 FIELD QUALITY CONTROL
  - A. Test and analysis of backfill material will be performed in accordance with Section 31 20 00 Earth Moving.
  - B. Frequency of Tests: Compaction tests shall be taken every 100 feet along the trench and around manholes, and inlets. A minimum of one test shall be taken between manholes and/or inlets and/or as directed by Owner.

### 3.9 CLEANING THE SYSTEM

- A. Remove foreign matter from interior and ends of pipe and accessories before lowering into trench. Cover ends of pipe with tightly woven canvas of suitable size until connections are made. Do not allow debris, tools, fabrics or other foreign materials to enter the pipe.
- B. Clear the interior of conduit of dirt and other superfluous materials as the work progresses. Maintain a swab or drag in the line, and pull past each joint as it is completed. (In large, accessible piping, brushes and brooms may be used for cleaning).
- C. Place plugs in ends of uncompleted conduit at end of each day or whenever work stops.
- D. Flush lines between manholes and other structures to remove collected debris.

- E. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.
  - 1. Submit separate reports for each system inspection.
  - 2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visual between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
    - c. Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified. Reinspect and repeat procedure until results are satisfactory.
  - 4. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.
- F. Do not enclose, cover, or put into service before inspection and approval.
  - 1. Test completed piping systems according to authorities having jurisdiction.
  - 2. Schedule tests, and their inspections by authorities having jurisdiction, with at least 24 hours advance notice.
  - 3. Submit separate reports for each test.
  - 4. Testing of storm sewer piping system shall be in accordance with the criteria of the local authority having jurisdiction

### 3.10 INFILTRATION/EXFILTRATION TESTING

- A. Flush and clean sewer line prior to testing, wetting pipe and cleaning out debris. Plug all pipes outlets to resist test pressure. Give special attention to stoppers and laterals.
- B. Conduct infiltration or exfiltration test for each section between manholes. Test first section prior to further work, to demonstrate remaining work will conform to specifications.
- C. Testing may be required during course of work where infiltration appears to be greater than maximum allowable, or quality of work is questionable.
- D. Provide all infiltration and exfiltration equipment, materials and testing required to perform tests.
- E. No sewer line will be accepted where water tightness tests show leakage exceeding one gallon per inch diameter per 260 feet per day.
- F. Tests indicating infiltration or exfiltration in excess of requirements, or other unacceptable conditions will require remedial measures and retesting until system or sections test satisfactorily.

### 3.11 INLET CONNECTION TO STORM SEWER MAIN

- A. This direct connection from a roof drain or inlet storm sewer main shall only be made if the inside diameter of the connecting pipe is less than 3/4 the diameter of the main.
- B. The center of pipes shall match each other.
- 3.12 CONNECTION TO MUNICIPAL STORM SEWER
  - A. Work shall be coordinated with street construction and in accordance with the local authority having jurisdiction.

# 3.13 PROTECTION

A. Protect finished installation under provisions of Section 01 60 00 – Product Requirements.

# END OF SECTION 33 40 00



# NOTICE LETTER TO CONTRACTORS TEMPLATE

October 06, 2021

All Contractors Working within CU Denver/Anschutz Medical Campus Facilities

Subject: Vaccination Requirements

Dear Contractor:

On August 31, 2021, pursuant to the <u>Sixth Amended Public Health Order 20-38</u>, Limited COVID Restrictions, all State Contractors and State Contractor Workers who physically enter a State Facility shall comply with the Vaccination Requirements included in Section III of the Order. All State Contractors and State Contractor Workers, including individuals who have been infected with and recovered from COVID-19, shall have received their first dose in a two dose COVID-19 series no later than September 30, 2021 and be Fully Vaccinated by October 31, 2021.

On September 30, 2021 the <u>Seventh Amended Public Health Order 20-38</u> (PHO or Order), allowed for State Contractor Workers to participate in twice weekly COVID-19 testing if they have an employer approved medical or religious exemption or are unvaccinated.

You are receiving this letter because your company has a contract with University of Colorado Denver/Anschutz Medical Campus and, as part of the performance of that contract, certain of your company's personnel (including any subcontractor personnel) are required to or likely will provide contracted goods or services in person and on-site. Therefore, as a contractor, your company is subject to the vaccination or testing requirements set forth in the Order.

As permitted by the Order, University of Colorado Denver/Anschutz Medical Campus State Contractors shall assume responsibility for verification of full COVID-19 vaccination, approving all exemptions for medical or religious beliefs and determining any accommodations needed for such exemptions.

State Contractors shall verify that each of the identified State Contractor Workers is Fully Vaccinated, or that each of the identified State Contractor Works that is unvaccinated or has a medical or religious exemption is participating in twice weekly COVID-19 testing.

Please be aware that the University of Colorado Denver/Anschutz Medical Campus retains the right to inquire into compliance with the Order's requirements at any time, to include requesting a State Contractor to provide proof of vaccination or a recent negative COVID-19 test.

The State of Colorado values your firm as a contract partner to deliver needed goods or services. Accordingly, we are hopeful that your company will comply with the Order and help the state reduce the spread of the virus. In the meantime, please see <u>COVID-19 Vaccination</u> Requirements for State Contractors FAQs. (<u>https://dhr.colorado.gov/covid-19-vaccination-requirements-for-state-contractors</u>)

University of Colorado Denver/Anschutz Medical Campus