



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

STANDARD LOW BID PROJECT INVITATIONAL

September 30, 2010

DOCK EXTENSION PARK CITY ABC STORE #34

**DEPARTMENT OF ALCOHOLIC
BEVERAGE CONTROL
PARK CITY, UTAH**

DFCM Project No. 09046030

King Engineering Inc.
2825 E. Cottonwood Parkway
Salt Lake City, Utah 84121

TABLE OF CONTENTS

Page Numbers

Title Sheet	1
Table of Contents	2
Invitation to Bid	3
Project Description	4
Project Schedule	5
Bid Form	6
Instructions to Bidders	8
Bid Bond	12
Instructions and Subcontractors List Form	13
Contractor's Agreement	16
Performance Bond	21
Payment Bond	22
Certificate of Substantial Completion	23
Past Performance Rating Form	

Technical Specifications and Drawings: King Engineering Inc.

Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov/StdDocs/index.html> "Standard Documents" – "Reference Documents I" – "Item 7. Supplemental General Conditions" or are available upon request from DFCM:

DFCM Supplemental General Conditions dated July 1, 2010 *
DFCM Supplemental General Conditions revised May 11, 2010
DFCM Supplemental General Conditions dated July 1, 2009
DFCM Supplemental General Conditions dated July 15, 2008
DFCM General Conditions dated May 25, 2005
DFCM Application and Certification for Payment dated May 25, 2005.

*** NOTE: THE NEW SUPPLEMENTAL GENERAL CONDITIONS EFFECTIVE JULY 1, 2010 ADDRESSING DRUG AND ALCOHOL TESTING ARE REFERENCED AT THE LINK ABOVE.**

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

INVITATION TO BID

Only firms that have been invited to submit bids on this project are allowed to bid on this project.

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

DOCK EXTENSION – PARK CITY ABC STORE #34
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL - PARK CITY, UTAH
DFCM PROJECT NO: 09046030

<u>Company</u>	<u>Contact</u>	<u>Fax</u>
Benstog Construction Corp. Inc.	Patrick Benstog	801-399-1335
Jacobson Construction	Brad Bohne	801-746-4594
Keller Construction	Dan Hill	801-972-1063

Bids will be in accordance with the Contract Documents that will be available at 4:00 PM on Thursday, September 30, 2010, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Jim Russell, DFCM, at 801-231-3489. No others are to be contacted regarding this bidding process. The construction estimate for this project is \$80,000.00

A **mandatory** pre-bid meeting will be held at 4:00 PM on Wednesday, October 6, 2010 at the Park City ABC Store, 1901 Sidewinder, Park City, Utah. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of 3:30 PM on Monday, October 18, 2010 at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Marla Workman, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

This project includes: removal of an existing concrete dock and concrete sidewalk, incidental landscaping, construction of a new concrete dock, and replacement of sections of existing concrete sidewalk.

**PROJECT SCHEDULE**

PROJECT NAME: DOCK EXTENSION – PARK CITY ABC STORE #34
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL - PARK CITY, UTAH
DFCM PROJECT NO. 09046030

Event	Day	Date	Time	Place
Bidding Documents Available	Thursday	September 30, 2010	4:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site *
Mandatory Pre-bid Site Meeting	Wednesday	October 6, 2010	4:00 PM	Park City ABC Store #34 1901 Sidewinder Park City, Utah
Last Day to Submit Questions	Monday	October 11, 2010	2:00 PM	Jim Russell– DFCM E-mail: jimrussell@utah.gov Fax 801-538-3267
Addendum Deadline (exception for bid delays)	Wednesday	October 13, 2010	4:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Monday	October 18, 2010	3:30 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Tuesday	October 19, 2010	3:30 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date	Wednesday	December 15, 2010		

* **NOTE:** DFCM's web site address is <http://dfcm.utah.gov>



BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **DOCK EXTENSION – PARK CITY ABC STORE #34 DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL - PARK CITY, UTAH - DFCM PROJECT NO. 09046030** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by **December 15, 2010**, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$250.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

A bid bond properly signed by a qualified surety, as indicated on the DFCM Bid Bond form provided along with this Instruction to Bidders, in the amount of 5% of the bid, shall accompany the bid submission to DFCM. **THIS BID BOND MUST BE ON THE DFCM BID BOND FORM PROVIDED WITH THIS INSTRUCTION TO BIDDERS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID** unless only one bid is received by DFCM, or the failure to comply with the bid bond requirements is determined by the Director of DFCM to be nonsubstantial based on the following:

- (a) the bid bond is submitted on a form other than DFCM's required Bid Bond form and the bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and
- (b) the contractor provides a bid bond properly signed by a qualified surety and on the required DFCM Bid Bond form by the close of business of the next succeeding business day after the DFCM notifies the bidder of the defective bid bond.

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at 801-538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Permits

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

11. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

12. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

15. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

16. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.



Division of Facilities Construction and

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

GROUNDS FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

* Bidders may list "self", but it is not required.

PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.



SUBCONTRACTORS LIST
FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

Table with 4 columns: TYPE OF WORK, SUBCONTRACTOR, 'SELF' OR 'SPECIAL EXCEPTION', SUBCONTRACTOR BID AMOUNT, CONT. LICENSE #

We certify that:

- 1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed 'Self' or 'Special Exception' in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 and all Supplemental General Conditions ("also referred to as General Conditions") on file at the office of DFCM and available on the DFCM website (<http://dfcm.utah.gov/StdDocs/index.html>), are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

CONTRACTOR'S AGREEMENT
PAGE NO. 5

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

Signature Date

Title: _____

State of _____)
County of _____)

Please type/print name clearly

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

Notary Public

(SEAL)

My Commission Expires _____

APPROVED AS TO AVAILABILITY
OF FUNDS:

**DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT**

David D. Williams, Jr. Date
DFCM Administrative Services Director

Lynn A. Hinrichs Date
Assistant Director Construction Management

APPROVED AS TO FORM:
ATTORNEY GENERAL
July 1, 2010
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

Division of Finance Date

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$) _____ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

- As-built Drawings
- O & M Manuals
- Warranty Documents
- Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____(Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$_____. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

_____ by: _____
CONTRACTOR (include name of firm) (Signature) DATE

_____ by: _____
A/E (include name of firm) (Signature) DATE

_____ by: _____
USING INSTITUTION OR AGENCY (Signature) DATE

_____ by: _____
DFCM (Owner) (Signature) DATE



Division of Facilities Construction and Management

PAST PERFORMANCE RATING EVALUATION

Date _____ Evaluator _____ FVN# _____
Reference checked for _____ Name of Contractor or A/E _____
Address _____ City _____ Zip _____
Phone _____ Fax _____ Firm Contact Name _____

- Corporation
Partnership
LLC
Individual or Sole Proprietorship
Other _____

Project referenced (Name of Project, Agency, Location) _____
Project Completion Date (MM/YYYY) _____ Contract Amount \$ _____
Reference Contact (Name/Title) _____ Reference Contact Phone (000-000-0000) _____
What did the firm do for you? (e.g. design work, construction service, cost auditing, studies, commissioning, other.) _____

Rating Guideline

Table with 5 columns: Rating Guideline, Quality of Product or Services, Cost Control, Timeliness of Performance, Business Relations. Rows include 5-Exceptional, 4-Very Good, 3-Satisfactory, 2-Marginal, 1-Unsatisfactory.

Table with 3 columns: Rate The Following, Rating 1-5 (5 = Highest), Comments. Rows include Quality of Product or Service, Cost Control, Timeliness of Performance, Business Relations.

OVERALL RATING

Signature of Rater: _____

**PARK CITY ABC #34 DOCK EXTENSION
INDEX TO TECHNICAL SPECIFICATIONS**

02233	Granular Base
02521	Concrete Site Elements
03110	Cast in Place Concrete Forms
03210	Concrete Reinforcing Steel
03252	Anchors and Inserts
03300	Portland Cement Concrete
05031	Priming
05057	Welding
05521	Handrails and Railings
09901	General Paint Requirements
09912	Paint on Exterior Plain Iron and Steel
09913	Paint on Exterior Galvanized Iron

SECTION 02233
GRANULAR BASE

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish and install granular base under interior slabs-on-grade as described in Contract Documents.
- B. Products Installed But Not Supplied Under This Section
 - 1. Under-slab laminated vapor retarder and seam tape.
- C.Related Sections
 - 1. Section 02521 - Granular base under concrete site elements

PART 2 PRODUCTS

2.1 GRANULAR BASE

- A.Gravel - 1/4 inch minimum to one inch maximum well-graded, clean gravel or crushed rock.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Place 4 inches minimum of granular base , level, and compact.

END OF SECTION

SECTION 02521

CAST-IN-PLACE CONCRETE SITE ELEMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Compact sub-base as described in Contract Documents.
 - 2. Furnish and install granular base and soil sterilant as described in Contract Documents.
 - 3. Furnish and install following cast-in-place concrete site elements as described in Contract Documents -
 - a. Ramps
- B. Products Installed But Not Supplied Under This Section
 - 1. Handrail base plates and anchors
- C. Related Sections
 - 1. Section 02233 Granular Base

1.2 REFERENCES

- A. American Society For Testing And Materials
 - 1. ASTM D 1751-83, "Specification for Preformed Expansion Joint Fillers for Concrete Paving & Structural Construction (Non-extruding & Resilient Bituminous Types)"

1.3 QUALITY ASSURANCE

- A. Meet DFCM quality assurance/control requirements specified in General Conditions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Formwork - Meet requirements specified in Section 03110.
- B. Granular Base - Road Base type gravel or crushed rock, graded as follows -

<u>Sieve</u>	<u>Percent by Weight Passing Sieve</u>
1"	100
3/4"	85 - 100
#4	45 - 60
#10	30 - 50
#200	5 - 10 (non-plastic)
- C. Expansion Joints
 - 1. Manufactured commercial fiber type meeting requirements of ASTM D 1751 and 1/2 inch thick.
 - 2. Approved Manufacturers - Contractor to provide Engineer with product information for approval before ordering.
- D. Concrete - Meet requirements specified in Section 03313 for exterior concrete.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Sub-Base - Proof Roll and Compact sub-base
- B. Granular Base or Gravel - Except under mow strips, place 4 inches minimum of granular base, level, and compact.
- C. Soil Sterilant - Apply on granular base between concrete forms immediately before placing concrete.
- D. Joints
 - 1. Align joints of sidewalk and curb & gutter.
 - 2. Expansion & Contraction Joints -
 - a. Spacing -
 - 1) Ramps - 9 feet on center.
 - b. Install so top of expansion joint material is 1/4 inch below finished surface of concrete.
 - c. Provide expansion joint at end of ramp perpendicular to connecting walk and stoop.
 - 3. Scored Control Joints -
 - a. Spacing -
 - 1) Ramps - 3 feet on center.

- b. Control joints shall be approximately one quarter of concrete thickness.
- E. Finish
 - 1. Ramps -
 - a. Standard Finishing -
 - 1) Broom finish.
 - 2) Round edges including edges formed by expansion joints.
 - 3) Remove edger marks.
- F. Special Requirements
 - 1. Ramps -
 - a. Slope to meet ADA requirements.
 - 1) Slope ramps at no greater fall than 12:1 or 8.33% in the direction of travel.

3.2 FIELD QUALITY CONTROL

- A. Inspection - To allow Engineer's verification of grades and elevations, notify Engineer three days minimum prior to placing concrete for specified concrete site elements.

END OF SECTION

SECTION 03110

CAST-IN-PLACE CONCRETE FORMWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 1. Design, construction, and safety of formwork.
 2. Furnish and install required formwork ready for placing of concrete.
 3. Strip and dispose of formwork.

1.2 SUBMITTALS

- A. Quality Assurance/Control - Manufacturer's application instructions for form release agent.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. Forms - Wood, metal, or plastic as arranged by Contractor. Forming material shall be compatible with specified form release agents and with finish requirements for concrete to be left exposed or to receive decorative finish.

B. Form Release Agents

1. Chemically acting type

PART 3 EXECUTION

3.1 INSTALLATION

- A. Forms
 1. Assemble forms so forms are sufficiently tight to prevent leakage.
 2. Properly brace and tie forms.
- 3. Provide temporary cleanouts at base of tall forms to facilitate cleaning and inspection.
 4. Make proper form adjustments before, during, and after concreting.
 5. Use new forms, or used forms that have been cleaned of loose concrete and other debris from previous concreting and repaired to proper condition. Provide smooth liner on forms used for concrete to be exposed if necessary to attain specified finish quality.
 6. Use metal cold joint forms when unable to place concrete for footings, foundations, and slabs in continuous pours.
- B. Accessories
 1. Provide for installation of inserts, templates, fastening devices, and other accessories to be set in concrete prior to placing.
 2. Position anchor bolts for hold-down anchors and columns and securely tie in place prior to placing concrete.
- C. Form Release Agents
 1. Apply in accordance with Manufacturer's recommendations.
 2. Film thickness shall be no thicker than as recommended by Manufacturer to attain specified finish. Finish shall be of quality equal to CCS-1 or CCS-2 surface as defined by Cresset Chemical.
 3. Allow no release agent on reinforcing steel or footings.
- D. Form Removal - Removal of forms can usually be accomplished in 12 to 24 hours. If temperature is below 50 deg F or if concrete (stairs, beams, etc) depends on forms for structural support, leave forms intact for sufficient period for concrete to reach adequate strength.

END OF SECTION

SECTION 03210
CONCRETE REINFORCING STEEL

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnishing and installing reinforcing as described in Contract Documents.

1.2 REFERENCES

- A. American Society For Testing And Materials
 - 1. ASTM A 615-90, "Standard Specification for Deformed & Plain Billet-Steel Bars for Concrete Reinforcement"

1.3 SUBMITTALS

- A. Quality Assurance/Control
 - 1. Provide reinforcing placement drawings.
 - 2. If requested by Engineer, provide mill certificate.

1.4 DELIVERY, STORAGE, & HANDLING

- A. Reinforcing steel shall be free of rust, scale, or other coating at time of delivery and placing. Properly protect rebar on site after delivery.
- B. Deliver bars separated by size and tagged with manufacturer's heat or test identification number.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Reinforcing Steel
 - 1. Rebars shall have grade identification marks and conform to ASTM A 615.
 - a. Grade 60 minimum, except dowels which are to be field bent Grade 40 minimum.
 - b. Bars shall be deformed type.
 - c. Bars shall be free of rust, scale, or other bond-reducing coatings.
 - d. Bars shall be epoxy coated
- B. Rebar Spacing Blocks
 - 1. Approved Manufactured Types -
 - a. Single cover block with wire by Frank Co, Humbolt, TX or approved equal.
 - 2. Other Approved Types -
 - a. Plain concrete blocks.

2.2 FABRICATION

- A. Fabricate reinforcing steel according to "ACI Detailing Manual," latest edition, and details on Drawings.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Site Tolerances
- 1. Provide following minimum concrete cover for reinforcement (ACI 318-89) -
 - a. Concrete cast against and permanently exposed to earth -
 - 1) Exterior Slabs on Grade (where shown) - 2 inches
 - b. Concrete Exposed to Earth or Weather -
 - 1) #5 & Smaller Bars - 1-1/2 inches
- B. Bend bars cold.
- C. Accurately place and support with chairs, bar supports, spacers, or hangers as recommended by "ACI Detailing Manual," 1988 edition, except slab on grade work. Support bars in slabs on grade and footings with specified rebar spacing blocks to maintain specified concrete cover.
- D. Dowel vertical reinforcement for columns or walls out of footing or structure below with rebar of same size and spacing required above.
- E. Securely anchor and tie reinforcing bars and dowels prior to placing concrete.
- F. Avoid splices of reinforcing bars at points of maximum stress. Lap bars 40 bar diameters minimum unless dimensioned otherwise on the Drawings.

G. Run steel reinforcing bars continuous through cold joints.

END OF SECTION

SECTION 03252
ANCHORS & INSERTS

PART 1 GENERAL

1.1 SUMMARY

- A. Products Supplied But Not Installed Under This Section
 - 1. Concrete anchors and inserts not specified elsewhere.

1.2 SUBMITTALS

- A. Product Data - Submit Manufacturer's product literature for each item.
- B. Quality Control - Submit Manufacturer's installation recommendations for each item.

PART 2 PRODUCTS

2.1 MANUFACTURED UNITS

- A. Submit manufacturer data sheet on anchor to Engineer for approval prior to ordering and installation.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install according to Manufacturer's instructions.
- B. Space supports as required to prevent sagging of rebar.

END OF SECTION

SECTION 03300

PORTLAND CEMENT CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish and install Project concrete work as described in Contract Documents.
 - 2. Quality of concrete used on Project but furnished under other Sections.
 - B. Products Installed But Not Supplied Under This Section
 - 1. Inserts, bolts, boxes, templates, and fastening devices for other work, including those for bases only for Mechanical and Electrical.
 - 2. Concrete accessories.
- C.Related Sections
- 1. Division 02 -
 - a. Cast-in-place concrete site elements

1.2 REFERENCES

- A. American Society For Testing And Materials
 - 1. ASTM C 33-90, "Specification for Concrete Aggregates"
 - 2. ASTM C 94-90, "Specification for Ready-Mixed Concrete"
 - 3. ASTM C 150-89, "Specification for Portland Cement"
 - 4. ASTM C 260-86, "Specification for Air-Entraining Admixtures for Concrete"
 - 5. ASTM C 494-92, "Standard Specification for Chemical Admixtures for Concrete"
 - 6. ASTM C 618-93, "Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete"

1.3 SYSTEM DESCRIPTION

- A. Design Requirements
 - 1. Concrete elements of Project are designed to a value of 4000 psi.
 - B. Performance Requirements
- 1.For testing purposes, following concrete strengths at 28 days are required -
- a. 4000 psi - Exterior, above or on grade concrete exposed to weather

1.4 SUBMITTALS

- A. Shop Drawings
 - 1. Concrete mix design.
- C. Quality Control Submittals
 - 1. Delivery Tickets - Require mix plant to furnish delivery ticket for each batch of concrete. Keep delivery tickets at job-site for use of Owner or his representatives. Tickets shall show following -
 - a. Name of ready-mix batch plant
 - b. Serial number of ticket
 - c. Date and truck number
 - d. Name of Contractor
 - e. Name and location of Project
 - f. Specific class or designation of concrete in conformance with that employed in Project specification
 - g. Amount of concrete
 - h. Time loaded
 - i. Type, name, and amount of admixtures used
 - j. Amount and type of cement
 - k. Total water content
 - l. Sizes and weights of sand and aggregate

1.5 QUALITY ASSURANCE

- A. Pre-Installation Meeting
 - 1. Schedule meeting after placing of footings, installation of forms, installation of reinforcing steel, and installation of anchors, inserts, and blockouts but prior to placing of concrete.
 - 3. Review following -
 - a. Approved mix design and use of admixtures
 - b. Placement, finishing, and curing of concrete

1.6 PROJECT/SITE CONDITIONS

- A. Environmental Requirements
 - 1. Cold weather concreting procedures -
 - a. No frozen materials shall be used.

- b. Forms, reinforcement, and fillers shall be free from frost. Place no concrete on frozen ground.
 - c. For temperatures below 40 deg F, maintain concrete at between 60 and 80 deg F when placing, and 50 deg F minimum for five days if regular concrete, or at 50 deg F for three days if high early strength concrete, or longer if determined necessary by Architect.
 - d. Housing, covering, or other protection shall remain in place for 24 hours after heat is discontinued.
2. Hot weather concreting procedures -
- a. Maximum concrete temperature allowed is 90 deg F in hot weather.
 - b. Cool aggregate and subgrades by sprinkling.
 - c. Avoid cement over 140 deg F.
 - d. Use cold mixing water or ice.
 - e. Use fog spray to lessen rapid evaporation from concrete surface.

PART 2 PRODUCTS

2.1 MATERIALS

A. Portland Cement - Meet requirements of ASTM C 150, Type II

B. Aggregates
1. Coarse -

- a. Meet requirements of ASTM C 33 or nonconforming aggregate which by test or actual service produces concrete of required strength and conforms to local governing codes.
 - b. Aggregate shall be uniformly graded as follows -
 - 1) Flat Work - Size #67 (3/4 inch to #4 or 3/4 maximum to 1/4 inch minimum).
 - 2) All Other - Size #57 (One inch maximum to 1/4 inch minimum).
2. Fine - Meet requirements of ASTM C 33.

C. Water - Clear, apparently clean, and potable.

D. Admixtures -

- 1. Mineral -
 - a. Fly Ash Pozzolan - Meet requirements of ASTM C 618, Class F or C and with loss on ignition (LOI) of 3 percent maximum.
- 2. Chemical -
 - a. No admixture shall contain calcium chloride nor shall calcium chloride be used as an admixture. All chemical admixtures used shall be from same manufacturer.
 - b. Air Entraining Agents - Meet requirements of ASTM C 260.
 - 1) Daravair or Darex II AEA by W R Grace or approved equal.
 - c. Water Reducer - Meet requirements of C 494, Type A.
 - 1) Daracem 50/55, WRDA-64, or WRDA-82 by W R Grace or approved equal.
 - d. Water Reducer, Set Retarder - Meet requirements of ASTM C 494, Type D.
 - 1) Daratard-17 or Daratard-40 by W R Grace or approved equal.
 - e. High Range Water Reducer - Meet requirements of ASTM C 494, Type F or G.
 - 1) Darachem-100 or WRDA-19 by W R Grace or approved equal.

2.2 MIXES

A. Submit mix designs to meet following requirements -

- 1. Proportions
 - a. Exterior, above or on grade concrete exposed to weather -
 - 1) Minimum weight cement per cu yd concrete - 564 lbs
 - 2) Air Entrainment (plus or minus 1-1/2 percent) - 6 percent
 - 3) Water/Cement Ratio - 0.45 maximum by weight
 - b. No water shall be added any time during mixing cycle above amount required to meet specified water/cement ratio. No reduction in the amount of cement is allowed.
- 2. Admixtures -
 - a. Mix design shall show proposed admixture, amount, usage instructions, and justification for proposed use. Do not use any admixture without Engineer's written approval.
 - b. Mineral - An amount equal to 15 percent of weight of cement may be added. If added, fly ash shall be considered with the cement in determining the amount of water necessary to provide the specified water/cement ratio.
 - c. Chemical -
 - 1) 4 inch slump maximum prior to use of high range water reducer.
 - 2) 8 inch slump maximum with use of high range water reducer.
 - 3) Use accelerator or retarder if necessary to meet environmental conditions.

PART 3 EXECUTION

3.1 PREPARATION

A. Remove water and debris from space to be placed.

3.2 INSTALLATION

A.Site Tolerances

1. ACI Standards shall govern concrete work except where specified differently.
2. Variation from plumb - 1/4" maximum
3. Variation in thickness - 1/4" to 1/2" standard, 5% for footings
4. Variation in grade -
 - a. 0 to 10 feet - 1/4" standard, 1/8" for floor slabs
 - b. 10 to 20 feet - 3/8" standard, 1/4" for floor slabs
 - c. 40 feet or more - 3/4" standard, 3/8" for floor slabs
5. Variation in plan -
 - a. 0 to 20 feet - 1/2"
 - b. 40 feet or more - 3/4" standard, plus 1/2" for footings.
6. Variation in eccentricity - 2% for footings

B. Placing

1.Place as soon after mixing as possible. Deposit as nearly as possible in final position. Placing of concrete shall be continuous until a panel or section is complete.

2.Placing Rate - In order to avoid overloading of forms and ties, observe following rate of filling per hour for various air temperatures -

<u>Temperature</u>	<u>Rate of Fill/Hour</u>
40 deg F	2'
50 deg F	3'
60 deg F	4'
70 deg F	5'

3. Compact concrete in forms by vibrating and other means where required. Thoroughly work in concrete around reinforcing bars.
4. Do not embed aluminum in concrete.
5. Do not use contaminated, deteriorated, or retempered concrete.
6. Avoid accumulation of hardened concrete.

C. Bonding Fresh & Hardened Concrete

1. Retighten forms.
2. Roughen surfaces.
3. Clean off foreign matter and laitance.
4. Wet but do not saturate.
5. Slush with neat cement grout.
6. Proceed with placing new concrete.

D. Special Requirements

1. Exterior Slabs -
 - a. Dusting with cement not permitted.
 - b. For continuous placing and where shown on Drawings, saw cut one inch deep control joints before shrinkage occurs.
2. Anchor Bolts - Place anchor bolts not tied to reinforcing steel immediately following leveling of concrete. Reconsolidate concrete around bolt immediately after placing bolt. Do not disturb bolts during finishing process.

E. Finishing

1. Rubbed Finish, Exposed Vertical Surfaces -
 - a. Immediately after removing forms, remove joints, marks, bellies, projections, loose materials, and cut back metal ties from surfaces to be exposed.
 - b. Point up voids with cement mortar, 1:2 mix, and rub exposed surface with carborundum to smooth, even surface.
2. Broom Finishes, Exterior Flatwork, Stairs, & Ramps -
 - a. Broom finish exterior slabs.
 - b. Round edges including edges formed by expansion joints.
 - c. Remove edger marks.

3.Rough - Top of slabs and stairs to receive ceramic tile.

F. Curing

1. Keep concrete moist seven days minimum for regular concrete and three days for high early strength. Do not use concrete curing compounds without Engineer's written approval. Curing compounds shall not be used to replace moist curing unless accepted by Engineer.

3.3 FIELD QUALITY CONTROL

A. Inspection

1. To allow Architect's verification of grades, notify Architect seven days minimum prior to placing foundation walls and building slabs.

3.4 PROTECTION

- A. Protect concrete which has not received its initial set from precipitation to avoid excess water in mix and unsatisfactory surface finish.

END OF SECTION

SECTION 05031

PRIMING

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Quality of priming applied to steel as described in Contract Documents.
- B. Related Sections
 - 1. Division 09 - Finish painting

PART 2 PRODUCTS

2.1 MATERIALS

- A. Primer
 - 1. On Plain Iron Or Steel - Conform to Fed Spec TT-P-645A except primer on unexposed surfaces may be fabricator's standard shop coat.
 - 2. Repair Of Welded Areas Or Damaged Areas On Galvanized Metal -

PART 3 EXECUTION

3.1 APPLICATION

- A. Except where encased in concrete, thoroughly clean metal and give one prime coat of specified material, well-worked into metal joints and open spaces.
 - 1. Do not apply primer at temperatures below 45 deg F.
 - 2. Protect machine-finished surfaces against corrosion.
 - 3. Clean welds, grind serious abrasions, and apply field primer or zinc-rich coating as required.

END OF SECTION

SECTION 05057

WELDING

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Criteria for metal-to-metal connections to be welded.
- B. Related Sections
 - 1. Performance of welding specified under Section concerned.

1.2 QUALITY ASSURANCE

- A. Certifications - Maintain welder's certifications on job-site.

PART 2 PRODUCTS

2.1 MANUFACTURED UNITS

- A. Arc-Welding Electrodes - Type E70XX AWS Iron and Steel Arc-welding electrodes and meeting current AISC Specifications.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Welding shall meet requirements of
 - 1. AWS D1.1-80 Structural Welding Code - Steel Gas.
- B. Minimum weld sizes, unless detailed otherwise
 - 1. Weld column to top plates and anchors to base plates with 1/4 inch fillet weld all around.
 - 2. Weld top plates and base plates with 1/4 inch fillet weld all around outside edges.

END OF SECTION

SECTION 05521
HANDRAILS & RAILINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Refurbish handrails and columns as described in Contract Documents.
 - a. Type One -
 - 1) Exterior handrails
- B. Related Sections
 - 1. Division 09 - Finish Painting

1.2 REFERENCES

- A. American Society For Testing And Materials
 - 1. ASTM A 53-90a, "Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless"
 - 2. ASTM A 501-89, "Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing"

PART 2 PRODUCTS

2.1 MATERIALS

- A. Match existing handrail and column material, thickness and dimensions.

2.2 FABRICATION

- A. Grind smooth welded joints and buff welds to same appearance as remainder of railing.
- B. After fabrication, prime metal to be painted.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 09901

GENERAL PAINTING REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 1. Paint exterior ADA and building entrance handrails and columns

1.2 SUBMITTALS

- A. Product Data
 1. Submit Manufacturer's literature marked to indicated primer and finish coat products to be used. Provide Manufacturer's cut sheets for each primer and finish coat which indicate paint components and percentages.
 2. Maintenance instructions
 3. Color schedule
 4. Maintain copy of submission on Project site.
- B. Samples - Provide paint card for each color and for each paint system. Card to show each component of system as well as total system.

1.3 QUALITY ASSURANCE

- A. Field Samples
 1. Before application of any paint system, if required by Engineer or Owner, meet on Project site with Engineer, Owner's representative, and Manufacturer's representative. Engineer may select one surface for application of each paint system specified.
 2. Apply paint systems to surfaces indicated by Engineer following procedures outlined in Contract Documents and Product Data submission specified above.
 3. After approval of samples, proceed with application of paint system throughout Project.

1.4 DELIVERY, STORAGE, & HANDLING

- A. Deliver specified products in original containers with labels intact on each container. Deliver amount of material indicated on submittal for Project in single shipment. Notify Architect two working days prior to delivery of paint.
- B. Store materials in single place.
- C. Keep storage area clean and rectify any damage to area at completion of work of this Section.

1.5 PROJECT/SITE CONDITIONS

- A. Environmental Conditions
 1. Maintain temperature of paint storage area at 55 deg F minimum.
 2. Perform painting operations at temperature conditions recommended by Manufacturer for each operation.

1.6 SCHEDULING

- A. Coordinate with other Sections for work that requires painting prior to installation.

1.7 MAINTENANCE

- A. Extra Materials - If requested by Engineer, provide one quart of each finish coat material in Manufacturer's original container in each color used. Provide one pint of each primer and of each undercoat in each color used. Label each can with color name and mixture instructions.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Linseed oil, shellac, turpentine, and other painting materials shall be pure, of highest quality, and bear identifying labels on containers.
- B. Paint compositions shall not only meet specified requirements but also contain sufficient miscellaneous components to promote proper drying and performance during and after application.

PART 3 EXECUTION

3.1 ACCEPTABLE APPLICATORS

- A. Applicator shall have experience in application of specified products for five years minimum and be acceptable to Engineer and Manufacturer.

3.2 PREPARATION

- A. Protection
 - 1. Remove all oily rags and waste from project site each night. Take every precaution to avoid danger of fire.
 - 2. Protect finish work and adjacent materials during painting. Do not splatter, drip, or paint surfaces not intended to be painted. These items will not be spelled out in detail but pay special attention to the following -
 - a. Do not paint finish copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, or monel metal except as explicitly specified.
- B. Surface Preparation
 - 1. Surfaces to be painted shall be clean and free of loose dirt. Clean and dust surfaces before painting or finishing.
 - 2. Do no exterior painting while surface is damp, unless recommended by Manufacturer, nor during rainy or frosty weather. Interior surfaces shall be dry before painting.
 - 3. Wash metal surfaces with mineral spirits to remove dirt and grease before applying materials. Where rust or scale is present, use wire brush or sandpaper to clean before painting. Clean shop coats of paint that have become marred and touch up with proper type primer.
 - 4. Treat galvanized metal and zinc surfaces as specified and in accordance with Manufacturer's directions before applying first paint coat.

3.3 APPLICATION

- A. Carefully follow Specifications, painting complete all surfaces to be painted.
- B. Spread materials smoothly and evenly.
- C. Touch up suction spots after application of first coat.
- D. Paint shall be thoroughly dry and surfaces clean before applying succeeding coats.
- E. Use fine sandpaper between coats as necessary to produce even, smooth surfaces.
- F. Make edges of paint adjoining other materials or colors clean, sharp, and without overlapping.
- G. Finished work shall be uniform, of approved color, smooth, and free from runs, sags, defective brushing, rolling, clogging, and excessive flooding.

3.4 ADJUSTMENT

- A. At completion of Project, touch up work to match specified finish. Repaint areas damaged during construction with specified finish at no additional cost to Owner.

3.5 CLEANING

- A. Do not discard paint containers without Engineer's written approval to allow count to determine if paint delivered was applied.
- B. Upon completion of work of this Section, remove paint spots from concrete, garbage cans, walls, glass, or other surfaces and leave work clean, orderly, and in acceptable condition. Remove debris caused by work of this Section from premises.

END OF SECTION

SECTION 09912

PAINT ON EXTERIOR PLAIN IRON & STEEL

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Preparing and painting new and existing exterior plain iron and steel surfaces as described in Contract Documents.
- B. Related Sections
 - 1. Section 09901 - General Painting Requirements

1.2 SYSTEM DESCRIPTION

- A. Design Criteria - Systems specified are in addition to prime coats provided by other Sections.

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

A. Contractor shall provide product information sheets on both the prime and finish coat products to the Engineer for approval prior to use.

PART 3 EXECUTION

3.1 APPLICATION

- A. New Work - See appropriate paragraphs of Section 09901.
- B. Existing Work
 - 1. Scrape area with wire brush followed by sanding surfaces with medium grit sandpaper.
 - 2. Clean surface with thinner or turpentine.
 - 3. Spot prime bare surfaces followed by a prime coat.
 - 4. Lightly sand entire surface.
 - 5. Clean surface with soft cloth dampened with thinner.
 - 6. Apply two coats of paint.

END OF SECTION

SECTION 09913

PAINT ON EXTERIOR GALVANIZED IRON

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Preparing and painting new and existing exterior exposed galvanized metal surfaces as Described in Contract Documents.
- B. Related Sections
 - 1. Section 09901 - General Painting Requirements

PART 2 PRODUCTS

2.1 APPROVED MANUFACTURERS

- A. Contractor shall provide product information sheets on both the prime and finish coat products to the Engineer for approval prior to use.

PART 3 EXECUTION

3.1 APPLICATION

- A. New Work
 - 1. See applicable paragraphs of Section 09901.
 - 2. Treat galvanized metal and zinc surfaces before applying first coat of paint.
 - 3. Prime surface.
 - 4. Apply finish coats.
- B. Existing Work
 - 1. Scrape and sand with wire brush and sand with medium sandpaper.
 - 2. Clean with soft cloth dampened with thinner.
 - 3. Prime surface.
 - 4. Apply finish coats.

END OF SECTION