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- Item 1. Equipment, materials or supplies required to be furnished by the contractor shall be received, unloaded, and stored at the risk of the contractor until incorporated in the work and accepted by the Owner. All freight charges for equipment, material, and supplies to be included in bid price.
- Item 2. The contractor shall submit to the Owner the name of its designated representative on the job site, and the names and addresses of all major material suppliers and any subcontractors.
- Item 3. The contractor shall comply with the occupational safety and health regulations and standards for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596). The contractor shall also comply with the Owner's safety and work rules at all times, including having adequate first aid and fire prevention equipment on the site, with personnel trained in their use.
- Item 4. The contractor will at all times keep the job site free from accumulation of rubbish and waste materials and on completion of the work will leave the job site in a clean condition.
- Item 5. The A/E shall have the authority to disapprove or reject work which is defective or unsatisfactory and does not meet the requirements of the contract documents, to require special inspection and testing of the work, and shall in all respect act as the Owner's agent to secure satisfactory work as intended by the contract documents.
- Item 6. The contractor shall invoice work under this contract on AIA Document G702 Application & Certificate for Payment and G703 Continuation Sheet. It is the Owner's intent to withhold 10% of the payment due the contractor as retainage until substantial completion.
- Item 7. The A/E will assist the Owner, as the Owner may require, in inspection of the work and management of the construction.
- Item 8. The Owner will issue communications to the contractor either direct or through the A/E.
- Item 9. The contractor will be given access to those portions of the site premises required for performance of the contract and will be responsible for the care and control thereof.

Item 10. No machinery, equipment or supplies will be furnished by the Owner to the contractor unless called for by the terms of the contract or specifically authorized by the Owner.

Item 11. The contractor shall exercise extreme care and caution in work near existing structures and machinery. Any utilities encountered during the work shall be protected and maintained in service by the contractor unless otherwise authorized by the Owner.

Item 12. The contractor shall at his own expense repair and replace all buildings, structures, equipment, utilities, sidewalks, curbs, drives, lawns, plants, trees and shrubbery damaged by the contractor during the course of the work.

Item 13. For contracts which provide payments based upon time and materials, the scope of the work must be defined in writing and invoiced separately as to labor and materials. Daily time sheets indicating each employee by name, trade or classification, hours worked, date of work, and job performed or description of work will be submitted daily, signed by the contractor's designated representative. A copy of each of the daily time sheets, daily equipment time sheets for equipment rentals, materials lists and suppliers invoices shall be submitted to the Owner with each invoice for the work performed.

Item 14. Insurance Requirements

The contractor shall purchase and maintain liability insurance coverage as set forth in the Standard General Conditions and as specified below.

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide and maintain, until the work is completed and accepted by the Owner, minimum insurance coverages as follows:

<u>Type of Coverage</u>	<u>LIMITS</u>
Worker's Compensation, including coverage under Longshoremen's and Harbor Worker's Act where applicable.	Statutory

Employer's Liability	<u>\$1,000,000</u>	
	Each Occurrence	
 Comprehensive General Liability		
Bodily Injury	<u>\$1,000,000</u>	
	Each Occurrence	
Property Damage including coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.	<u>\$1,000,000</u>	
	Each Occurrence	or total contract amount, whichever is greater
Products and Completed Operations	<u>\$1,000,000</u>	
	Each Occurrence	
 Contractor's Protective Liability		
Bodily Injury	<u>\$1,000,000</u>	
	Each Occurrence	
Property Damage	<u>\$1,000,000</u>	<u>\$1,000,000</u>
	Each Occurrence	Aggregate
 Contractual Liability in Accordance with Agreement(s) between Owner and contractor.		
Bodily Injury	<u>\$1,000,000</u>	
	Each Occurrence	
Property Damage	<u>\$1,000,000</u>	<u>\$1,000,000</u>
	Each Occurrence	Aggregate
 Comprehensive Automobile Liability covering all owned, hired, and non-owned automotive equipment used by or with the permission of the Contractor including the loading and unloading thereof with the Owner included as an additional insured.		

SUPPLEMENTARY CONDITIONS

SC - 4

Bodily Injury	<u>\$1,000,000</u> Each Person	<u>\$1,000,000</u> Each Occurrence
Property Damage		<u>\$1,000,000</u> Each Occurrence

Item 15. Standard General Conditions

Reference:

The contractor shall comply with the Owner-Contractor Agreement for Public Building Construction or Renovation'. A sample copy of the contract is included herein.

Item 17. Work time/days for construction:

The contractor shall coordinate the project with the Owner representative such that all of the work is not in conflict with school operations.

DRAWING LIST

DL – 1

DRAWING NUMBER

TITLE

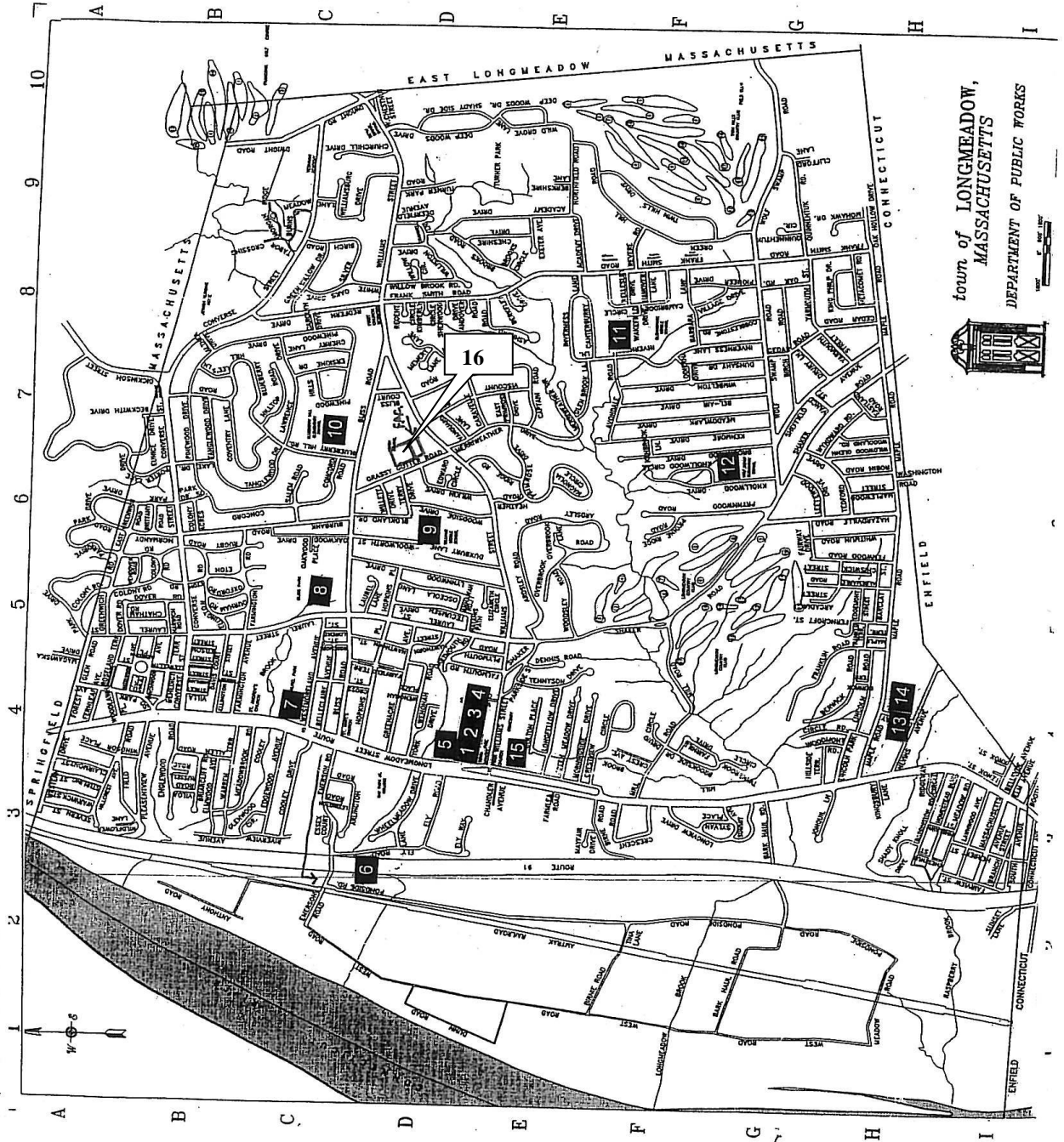
G-001

Title Sheet

A-101

Poor Repairs and Painting

Project Site Locus Plan: LOCATION 16, 535 Bliss Road, Longmeadow, MA



Town of LONGMEADOW,
MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

**OWNER-CONTRACTOR AGREEMENT
FOR PUBLIC BUILDING CONSTRUCTION OR RENOVATION**

THIS AGREEMENT made this _____ day of February in the year Two Thousand and nineteen , between _____, with a usual place of business at _____, hereinafter called the CONTRACTOR, and the Town of Longmeadow, acting through the Town Manager, the Awarding Authority for the Town of Longmeadow, with a usual place of business at 20 Williams Street, Longmeadow, MA 01106, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as ‘Pool Painting and Miscellaneous Repair’, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before **August 10, 2019**.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is

further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. **Liquidated Damages:** It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$200.00 per day.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required

by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or

replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There X is ___ is not a project architect-engineer for this project who is Jamie Reinhardt. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.

- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so

made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements
- Specifications and Addenda
- Contract Drawings
- Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by

the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13

The limits of liability for coverage required under the preceding paragraph shall be as required by the Owner.

Except for Workmen's Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site.
- D. Work sequence.
- E. Owner occupancy.
- F. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes pool preparation, painting and miscellaneous repairs.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. The Owner will award a contract for the project commencing on the date established in the post-bid conference.
- B. Owner will remove and retain possession of the following items before start of work:
 - 1. Floating lane dividers.

1.4 CONTRACTOR'S USE OF SITE

- A. Access to Site: Shall be instructed by the Owner.
- B. Emergency Building Exits During Construction: Contractor shall only have access to the immediate pool room and the associated doors.
- C. Construction Operations: Shall be instructed by the Owner.
- D. Time Restrictions for Performing Interior Work: Shall be instructed by the Owner.
- E. Utility Outages and Shutdown: Shall be coordinated with the approval by the Owner.

1.5 WORK SEQUENCE

- A. Construct Work to accommodate Owner's occupancy requirements during construction period, coordinate construction schedule and operations with the Owner/Architect.

1.6 OWNER OCCUPANCY

- A. The Owner will occupy the premises during the entire period of construction. Work related to the pool painting **MUST** be coordinated and agreed by the Owner prior to commencement.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.7 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Cutting and patching.
- E. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- E. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, and Contractor.
- C. Agenda:
 - 1. Submission of executed bonds and insurance certificates.

2. Distribution of Contract Documents.
 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 4. Designation of personnel representing parties in Contract, Owner, and Architect/Engineer.
 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 6. Scheduling.
- D. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copy to Architect/Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.
- C. Contractor shall record minutes and distribute copies within two days after meeting to participants, with copy to Architect/Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Execute cutting, fitting, and patching to complete Work.
- C. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.
- D. Cut masonry and concrete materials using masonry saw or core drill.
- E. Restore Work with new products in accordance with requirements of Contract Documents.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of penetrated element.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- H. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- I. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- L. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Certificates.
- G. Manufacturer's instructions.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with separate transmittal identifying the product.
- B. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite Project, and deliver to Architect/Engineer. Coordinate submission of related items.
- E. For each submittal for Architect/Engineer review, allow one (1) week excluding delivery time to and from Contractor.
- F. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- G. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- H. When revised for resubmission, identify changes made since previous submission.
- I. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

- J. Submittals not requested will not be recognized or processed.
- K. Provide Architect with Contractor's overnight delivery account number so that Architect may return reviewed submittal by overnight service.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedules within (10) ten days after date of established in Notice to Proceed for coordination with Owner's requirements. After review, submit detailed schedules within (10) ten days modified to accommodate revisions recommended by Architect/Engineer and by Owner.
- B. Submit revised Progress Schedules every (2) weeks.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

1.4 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain (2) two samples.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.7 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

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1.8 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.
- F. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. Substitution Submittal Procedure:
 - 1. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.
- D. Project record documents.
- E. Spare parts and maintenance products.
- F. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior surfaces exposed to view and; remove temporary labels.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the project area.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

- C. Protect finished floors from traffic, dirt, wear, damage, or movement of heavy objects.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record / Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.6 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to and place in location as directed by Owner; obtain receipt prior to final payment.

1.7 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for (1) one year from date of Substantial Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

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- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 02 41 19

SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated building equipment and fixtures.
 - 2. Demolishing designated construction.
 - 3. Cutting and alterations for completion of the Work.
 - 4. Removing designated items for reuse and Owner's retention.
 - 5. Protecting items designated to remain.
 - 6. Removing demolished materials.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.
- C. Shop Drawings:
 - 1. Indicate demolition and removal sequence.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

1.4 QUALITY ASSURANCE

- A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.
- D. Perform Work in accordance with State, and Municipality standard.

1.5 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.6 SEQUENCING

- A. Section 01 10 00 - Summary: Requirements for sequencing.

- B. Contractor shall sequence activities to expedite the Work.
- C. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.7 SCHEDULING

- A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.
- B. Cooperate with the Owner in scheduling noisy, dusty and odor producing operations and waste removal that may impact Owners operation and occupancy in adjoining spaces.
 - 1. It may/will be necessary to perform Work on Saturdays and Sundays.
- C. Coordinate utility and building service interruptions with Owner.
 - 1. Do not disable or disrupt building fire or life safety systems without three (3) days prior written notice to Owner.
 - 2. Schedule tie-ins to existing systems to minimize disruption.
 - 3. Coordinate Work to ensure fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.8 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices at work locations, including warning signs and lights, and similar measures, for protection of the Owner, and existing improvements indicated to remain.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.

- B. Tag components and equipment Owner designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Disconnect and remove designated utilities within demolition areas.
- D. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- E. Demolish in orderly and careful manner. Protect existing improvements.
- F. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- G. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- H. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- I. Remove temporary Work.
- J. Protect all materials and equipment remaining.

END OF SECTION

SECTION 03 01 00

MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Concrete surface repair.
 - 2. Concrete crack repair.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Repair Surface:
 - 1. Basis of Measurement: By the square foot.
 - 2. Basis of Payment: Includes surface preparation, reinforcement and concrete repair, and finishing.
- B. Crack Repair:
 - 1. Basis of Measurement: By the linear foot.
 - 2. Basis of Payment: Includes surface preparation, injection ports, repair materials, and surface finishing.

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM C109/C109M - Standard Test Method for Compressive strength of Hydraulic Cement Mortars.
 - 2. ASTM C150 - Standard Specification for Portland Cement.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
- B. Project Record Documents: Accurately record actual locations of repairs, and type of repair.
- C. Operation and Maintenance Data: Procedures for submittals.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum (3) three years experience.
- B. Applicator: Company specializing in concrete repair with minimum (3) three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Comply with instructions for storage, shelf life limitations, and handling.

PART 2 PRODUCTS

2.1 EPOXY MORTAR MATERIALS

- A. Manufacturers:
 - 1. Sika Corporation – SikaTop 123 Plus.

2.2 MIXING EPOXY MORTAR

- A. Mix epoxy mortars to consistency for purpose intended.
- B. Mix components in clean equipment or containers. Conform to pot life and workability limits.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces are ready to receive work.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION

- A. Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; wire brush using water; rinse surface and allow to dry.
- B. Flush out cracks and voids with chemical solvent to remove laitance and dirt. Chemically neutralize by rinsing with water.

- C. For areas patched with epoxy mortar, remove broken and soft concrete 1/4 inch deep. Remove corrosion from steel. Clean surfaces mechanically; wash and rinse with water.

3.3 REPAIR WORK

- A. Repair exposed structural, shrinkage, and settlement cracks of concrete by epoxy application with bonding agent.
- B. [Repair spalling.] [Fill voids flush with surface.] [Apply surface finish.]

3.4 INJECTION - EPOXY RESIN

- A. Inject epoxy resin adhesive into prepared ports under pressure using equipment appropriate for particular application.
- B. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.
- C. Remove temporary seal and excess adhesive.
- D. Clean surfaces adjacent to repair and blend finish.

3.5 APPLICATION - EPOXY MORTAR

- A. Trowel apply mortar mix to average thickness of 1/4 inches. Tamp into place filling voids at spalled areas.
- B. For patching honeycomb, trowel mortar onto surface, work mortar into honeycomb to bring surface flush with surrounding area. Finish trowel surface to match surrounding area.
- C. Cover exposed steel reinforcement with epoxy mortar, feather edges to flush surface.

3.6 SCHEDULE

- A. Provide a smooth trowel finish and feather into adjoining field.

END OF SECTION

SECTION 09 96 00

HIGH-PERFORMANCE COATINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes high performance coatings and special preparation of surfaces.
- B. Related Sections:
 - 1. Section 09 90 00 - Painting and Coating.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. Federal Specification Unit:
 - 1. FS A-A-3120 - Paint: For Swimming Pools.
 - 2. FS TT-C-555 - Coating, Textured (For Interior and Exterior Masonry Surfaces).
- C. SSPC: The Society for Protective Coatings:
 - 1. SSPC - Steel Structures Painting Manual.

1.3 PERFORMANCE REQUIREMENTS

- A. Minimum Performance Criteria: Provide coating systems meeting the following, unless more stringent criteria are specified:
 - 1. Abrasion Resistance
 - 2. Impact Resistance
 - 3. Water Resistance
 - 4. Lead Content: None.
 - 5. Scrubbability
 - 6. Gloss and Color Retention

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data indicating coating materials and performance ratings.
- C. Manufacturer's Installation Instructions: Submit procedures.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.

- B. Operation and Maintenance Data: Submit maintenance and cleaning requirements for coatings.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years experience.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Restrict traffic from area where coating is being applied or is curing.

1.8 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.
- B. Warranty: Include coverage for bond to substrate and, degradation of chemical resistance.

1.9 EXTRA MATERIALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Supply 1/2 gallon of each color coating specified, for Owner's maintenance use.
- C. Label each container with manufacturer's name, product number, color number, and room name.

PART 2 PRODUCTS

2.1 HIGH PERFORMANCE COATINGS

- A. See Drawings.

2.2 COMPONENTS

- A. Coatings - General: Furnish complete multi-coat systems formulated and recommended by manufacturer for applications indicated, in thicknesses indicated; number of coats specified does not include primer or filler coat.
 - 1. Lead content: None.
 - 2. Chromium content, as zinc chromate or strontium chromate: None.
 - 3. Maximum VOC content: As required by applicable regulations.

- B. Masonry Filler: Vehicle and resin compatible with topcoats, portland cement and sand.
- C. Primers: As recommended by coating manufacturer for specific substrate.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify substrate surfaces are ready to receive work as instructed by coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.

3.2 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings. When removal is not possible, seal surface with shellac.
- C. Remove finish hardware, fixture covers, and accessories and store.
- D. Existing Painted and Sealed Surfaces:
 - 1. Strip existing paint and coatings from surface.

3.3 INSTALLATION

- A. Concrete: Prior to priming, patch with masonry filler to produce smooth surface.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

3.4 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. Collect waste material which may constitute fire hazard, place in closed metal containers, and remove daily from site.
- C. Clean surfaces immediately of overspray, splatter, and excess material.
- D. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

3.5 SCHEDULE

- A. Colors: To match existing.

END OF SECTION

SECTION 13 11 00

SWIMMING POOLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes swimming pool elated accessories.

1.2 REFERENCES

- A. National Spa and Pool Institute:
 - 1. NSPI 1 - Standard for Public Swimming Pools.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on equipment, accessories, and.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with NSPI standards for design and construction.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.6 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. Anchors: Non-corrosive lane marker anchors.
 - 1. Manufacturer: Atlantis

PART 3 EXECUTION

3.1 INSTALLATION - COMPONENTS AND ACCESSORIES

- A. Install pool accessories and fittings.

END OF SECTION