



AUTORIDAD METROPOLITANA  
DE AUTOBUSES

AMA

GOBIERNO DE PUERTO RICO

**AUTORIDAD METROPOLITANA DE AUTOBUSES**  
AVENIDA DE DIEGO NÚM. 37  
URB. SAN FRANCISCO  
SAN JUAN, PR 00927

**SUBASTA INFORMAL NÚM. 45-2526-004**  
**PROYECTO DE REPARACIÓN DE LA TERRAZA Y**  
**JARDINERA ALEDAÑA A LA OFICINA DE COMPRAS**

**FECHA DE EMISIÓN:**  
18 DE FEBRERO DE 2026

**FECHA DE REUNIÓN PRESUBASTA:**  
25 DE FEBRERO DE 2026; A LAS 10AM

**FECHA DE VISITA OCULAR:**  
25 DE FEBRERO DE 2026; A LAS 10:30AM

**FECHA DE ENTREGA DE OFERTA:**  
12 DE MARZO DE 2026; EN O ANTES 9:30AM

**FECHA DE APERTURA:**  
12 DE MARZO DE 2026; A LAS 10:00AM

37 Ave. De Diego Urb. San Francisco, Río Piedras / Box 195349, San Juan, P.R. 00919-5349  
Teléfono 787-294-0500 / Fax 787-751-0527

Iniciales del Proponente: \_\_\_\_\_

Las instrucciones de esta subasta, incluyendo sus anejos, estarán disponibles en:  
[www.dtop.pr.gov/ama](http://www.dtop.pr.gov/ama)

También estarán disponibles en la sede de la Autoridad Metropolitana de Autobuses, en la dirección que aparece en el encabezado, durante el horario regular.

Año Fiscal 2025-2026.

Iniciales del Proponente: \_\_\_\_\_

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## **PREÁMBULO**

### **A. LA AUTORIDAD METROPOLITANA DE AUTOBUSES**

La Autoridad Metropolitana de Autobuses (AMA) fue creada al amparo de la Ley Núm. 5 de 11 de mayo de 1959, según enmendada. Entre sus principales funciones está el desarrollar, mejorar, poseer, funcionar, y administrar facilidades de transporte terrestre de pasajeros en el área metropolitana. La AMA está autorizada a adquirir aquellos bienes, servicios, u obras, necesarios para la operación de la entidad. Según el Artículo 4 de la Ley Núm. 73-2019, según enmendada, la AMA está exenta de realizar sus compras a través de la Administración de Servicios Generales (ASG).

### **B. BASE LEGAL**

Esta Subasta Informal se realiza a tenor con las disposiciones del Reglamento I-23-01 (9415), conocido como Reglamento de Adquisiciones de Bienes, Obras de Construcción, y Servicios no Profesionales de la AMA.

### **C. NECESIDAD Y ENTREGABLES**

La AMA tiene la necesidad realizar una reparación a la terraza y jardinera aledaña a la Oficina de Compras, ya que está teniendo filtraciones de agua a través de su losa de piso. Esta situación está creando filtraciones, desprendimientos y exposición de acero en el techo del área del taller de construcción y mantenimiento. Estos daños constituyen un problema de seguridad y salud.

## **INSTRUCCIONES**

### **A. FORMULARIO**

Todos los licitadores presentarán su oferta en el formulario provisto para ello, titulado "Hoja de Ofertas". Si fuera necesario, se podrán añadir hojas para aclarar o describir más detalladamente su oferta, pero en este caso tendrán que hacerlo en procesador de palabras y en papel timbrado del licitador. La invitación, instrucciones y formularios relacionados a esta

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Subasta Informal se encuentran en [www.dtop.pr.gov/ama](http://www.dtop.pr.gov/ama). También podrá adquirir copia física en:

**AUTORIDAD METROPOLITANA DE AUTOBUSES**

Avenida de Diego Núm. 37  
 Urb. San Francisco  
 San Juan, Puerto Rico 00927

**B. DEFINICIONES**

Días - significará días según el calendario.

**C. ITINERARIO**

En la Tabla 1 se presenta un resumen de las principales actividades relacionadas con esta Subasta Informal. Las fechas, horarios y actividades están sujetos a cambios y pueden ser revisados a través de la emisión de enmiendas presentadas por parte de la AMA.

Tabla 1: Itinerario de la solicitud de propuestas sellada:

Evento		Fecha y Hora
Convocatoria (Invitación y publicación)		18 DE FEBRERO DE 2026
Disponibilidad de pliegos		18 DE FEBRERO DE 2026 HASTA 12 DE MARZO DE 2026
Reunión presubasta		25 DE FEBRERO DE 2026; 10:00 AM
Inspección del proyecto		25 DE FEBRERO DE 2026; 10:30AM
Fecha límite para enviar preguntas		3 DE MARZO DE 2025 HASTA 12:00PM
Fecha límite para enviar respuestas		6 DE MARZO DE 2026; HASTA 12:00PM
Fecha límite para entrega de ofertas	<b>En o antes de:</b>	12 DE MARZO DE 2026; HASTA 9:30AM
Acto de Apertura		12 DE MARZO DE 2026; HASTA 10:00AM
Período de evaluación de ofertas	<b>De:</b>	12 DE MARZO DE 2026
	<b>Hasta:</b>	6 DE ABRIL DE 2026
Aviso de adjudicación*		7 DE ABRIL DE 2026

- FECHA, HORA DE REUNIÓN PRESUBASTA: La reunión presubasta se llevará a cabo el **25 DE FEBRERO DE 2026, a las 10:00 AM; presencialmente** en las oficinas centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927, y simultáneamente de manera virtual a través de **Microsoft Teams**, ID de reunión: **211 306 433 730 38** Código de acceso: **Aw3Hh7f5** Puede acceder a: <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteam>

Iniciales del Proponente: \_\_\_\_\_

[s.microsoft.com%2Fmeet%2F21130643373038%3Fp%3DxoHYfH6tlmrJton9bB&data=05%7C02%7Cmayala%40ama.pr.gov%7Ca3eed81dd0194e8006af08de6e49232a%7C5696b4311a4a4cb08385b20255c0e614%7C1%7C0%7C639069457546705086%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=nfrBTwnfMTX0w0iv6z7j5lvFT0wP1I2rQncBEyxAJ20%3D&reserved=0](https://s.microsoft.com/meet/F21130643373038%3Fp%3DxoHYfH6tlmrJton9bB&data=05%7C02%7Cmayala%40ama.pr.gov%7Ca3eed81dd0194e8006af08de6e49232a%7C5696b4311a4a4cb08385b20255c0e614%7C1%7C0%7C639069457546705086%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFPbClldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=nfrBTwnfMTX0w0iv6z7j5lvFT0wP1I2rQncBEyxAJ20%3D&reserved=0)

- **La participación en esta reunión no es compulsoria. Sin embargo, es altamente recomendable la presencia por la naturaleza del trabajo.**
- FECHA, HORA DE INSPECCIÓN DEL PROYECTO: La visita de inspección del proyecto se llevará a cabo el **25 DE FEBRERO DE 2026; A LAS 10:30am** presencialmente en las oficinas centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927. Debido a la complejidad del proyecto, se recomienda la comparecencia a esta inspección, ya que personal de la AMA estará disponible para contestar preguntas. Se solicita ser puntuales al horario del recorrido para que no pierda detalles de lo explicado.
- FECHA, HORA Y MODO DE ENTREGA LA OFERTA: Las ofertas deberán ser presentadas en o antes del **12 de marzo de 2026; 9:30am en dos maneras**, presencialmente en la Oficina de Compras de las oficinas centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927 (entregando original y dos copias en sobres sellados), y electrónicamente a la siguiente dirección de correo electrónico: [mayala@ama.pr.gov](mailto:mayala@ama.pr.gov) y/o [dmarti@ama.pr.gov](mailto:dmarti@ama.pr.gov) Todas las ofertas deben incluirse en el formulario AMA-01, titulado "Hoja de Ofertas".

FECHA Y HORA DEL ACTO DE APERTURA: El acto de Apertura se llevará a cabo el **12 de marzo de 2026; 10:00 am**. Toda persona interesada en comparecer al acto de apertura deberá presentarse en la Recepción en las oficinas centrales de la AMA, Ave. De Diego, Núm. 37, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927. También podrá asistir de manera virtual a través de **Microsoft Teams**, ID de reunión: **285 539 948 331 98** Código de acceso **8UC6oH7U** Puede acceder a: <https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fmeet%2F28553994833198%3Fp%3D64lOGDhyQQaa>

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[cx7O4i&data=05%7C02%7Cmayala%40ama.pr.gov%7C7be1ac6498de4afb003808de6e492c31%7C5696b4311a4a4cb08385b20255c0e614%7C1%7C0%7C639069457695970442%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOljoitWFBpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=MoJa8gUSnDjeDxzilcmMiYZ8%2Fqf5EKfOxOZEckFCFho%3D&reserved=0](https://www.mayala.gov.pr/gov/7C7be1ac6498de4afb003808de6e492c31%7C5696b4311a4a4cb08385b20255c0e614%7C1%7C0%7C639069457695970442%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOljoitWFBpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=MoJa8gUSnDjeDxzilcmMiYZ8%2Fqf5EKfOxOZEckFCFho%3D&reserved=0)

La Apertura tiene como propósito el que las partes interesadas puedan comprobar que las ofertas se recibieron, si cumplieron con los requisitos, así como conocer la cuantía de cada oferta. Toda persona que asista tendrá que cumplir con las normas de conducta que establezca la Sra. Marielys Ayala Serrano, Agente Comprador y/o la Sra. Diana Marti Novoa, Directora de Compras, a tales efectos.

#### **D. ALCANCE DEL TRABAJO (SCOPE OF WORK)**

##### DESCRIPCIÓN GENERAL DE LOS TRABAJOS NECESARIOS:

La terraza y jardinera exterior del área de compras está teniendo filtraciones de Agua pluvial a través de su losa de piso. Como secuela de estas filtraciones el hormigón del techo bajo esta losa (techo área talleres) esta confrontando problemas de desprendimiento y exposición del acero de refuerzo (varillas) lo cual amenaza con un daño de mayor proporción a esta estructura de no tomarse las medidas necesarias para su corrección.

La acción correctiva sugerida contempla la eliminación del "planting" tapando el mismo con planchas de plycem y la remoción de las losas decorativas y el agregado expuesto del piso de la terraza. Se sellará la losa del piso existente adecuadamente y se reinstalará la losa decorativa sustituyendo el agregado expuesto con un "topping" de hormigón reforzado. Toda el área superficial instalada se sellará con un sellador con un sellador especial para evitar futuras filtraciones. Las áreas de hormigón deteriorado, en el plafón de los talleres será removido, las varillas expuestas serán tratadas con material epóxico y cubiertas con mezcla reforzada. Todo el plafón corregido será pintado para mejorar su apariencia.

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	DESCRIPCIÓN	Qty	Unit
<b>A.</b>	<b>DEMOLITION &amp; REMOVALS</b>		
	1- Planting Soil	17	CY
	2- Tiles, Bases & Agg	1312	SF
<b>B.</b>	<b>PLANTING</b>		
	1- Seal walls & floor	1361	SF
	2- Plycem Planting Cover	431	SF
	3- Silicone Caulking	283	LF
	4- Alum. Angle ¾"	233	LF
	5- PLYCEM JOINTS COPLING (T)	50	LF
<b>C.</b>	<b>FLOOR TILE &amp; TOPPING</b>		
	1- Quarry Tile 8x8	517	LF
	2- Bases 8"	249	LF
	3- Conc. Topping	995	SF
	4- Seal Under Tile	1312	SF
	5- Seal Above Tile	1312	SF
<b>D.</b>	<b>PAINT</b>		
	1- Walls & Planting Cover	1705	SF
<b>E.</b>	<b>REPAIR CONC. STRUCTURE UNDER TERRAZA FLOOR (SHOPS CLG.)</b>		
	1- Conc. Chipping & fixing	1871	SF
	2- Conc. Clg. Paint	1871	SF
	General Conditions (25%)		

El proyecto será terminado en un periodo máximo de **6 MESES los cuales se** aplicarán a partir de la firma de contrato u orden de compra emitida por la Autoridad Metropolitana de Autobuses.

Los licitadores examinarán las especificaciones con los documentos relacionados, lugar del proyecto y evaluarán todas las condiciones que rodean la construcción del proyecto propuesto, incluyendo la disponibilidad de materiales y mano de obra. El licitador agraciado proporcionará toda la mano de obra, materiales y suministros, y realizará el proyecto de acuerdo con los términos contractuales dentro del tiempo establecido en ellos. Las propuestas deben cubrir todos los gastos a incurrir en la realización del trabajo requerido.

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## E. CONDICIONES GENERALES

1. TRANSPORTACIÓN, ACARREO Y ENTREGA: Los precios licitados incluyen los gastos de transportación y acarreo hasta la entrega final de los bienes en la AMA, libre de cargo adicional para el gobierno.
2. PRECIOS COTIZADOS: Toda persona cotizará basándose en precios justos por sus bienes o servicios, considerando los aspectos técnicos. Los precios ofrecidos por el licitador se mantendrán fijos durante la vigencia del contrato que se otorgue, y **no estarán sujetos a cambios por aumento en el mercado o de cualquier otra índole**, ya sean previsibles o no.
3. AJUSTE DE PRECIO POR PRONTO PAGO: No se aceptan descuentos por pronto pago en esta Subasta Informal.
4. MODO DE FACTURAR: El suplidor entregará las facturas en no más de diez (10) días luego de terminado el período o fecha de entrega del bien o servicio. Toda factura para el cobro de bienes o servicios que se presente ante las agencias deberá contener la siguiente certificación:

*“Bajo pena de nulidad absoluta certifico que ningún servidor público del gobierno; Entiéndase, Entidad Gubernamental; es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios productos del contrato, ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la (agencia que emite la orden de compras). El importe de esta factura es justo y correcto, los trabajos han sido realizados, los productos han sido entregados y los servicios han sido prestados y no se ha recibido pago por ellos.”*

## F. CONDICIONES ESPECIALES

### 1. FIANZAS Y GARANTÍAS

- a) FIANZA DE LICITACIÓN (“Bid Bond”): La fianza de licitación será un respaldo provisional que prestará el licitador o proponente con el propósito de asegurar que habrá de sostener su oferta durante todo el procedimiento de la Subasta Informal. La fianza tiene que ser en original, y al ser presentada mediante compañía de seguro, en cheque certificado o giro postal deberá ser a favor de la Autoridad Metropolitana de Autobuses. La fianza de licitación se prestará en el mismo momento de presentar la oferta o anualmente mediante una

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suma global. Para esta Subasta Informal se requiere una fianza de licitación de un **cinco por ciento (5%)** del total de la oferta.

- b) FIANZA DE EJECUCIÓN ("Performance Bond"): Garantía monetaria que se requiere a un licitador o proponente para asegurar el cumplimiento de una obligación contraída. Esta fianza la prestará(n) solamente el(los) licitador(es) agraciado(s) con la buena pro de la Subasta Informal. La fianza garantizará que el suplidor cumpla con su obligación de acuerdo con los términos y condiciones de su oferta. De no cumplir y tener que acudir al próximo suplidor, la diferencia en precio será cubierta por esta fianza. La fianza tiene que ser en original, y al ser presentada mediante compañía de seguro, en cheque certificado o giro postal será a favor de la Autoridad Metropolitana de Autobuses. Para esta Subasta Informal se requiere una fianza de ejecución de un **cien por ciento (100%)** del total de la oferta.

2. GARANTÍA: 1año

3. TÉRMINO DE ENTREGA: Las entregas se efectuarán dentro del término solicitado por la AMA, o en su defecto, por el que haya dispuesto el licitador en la oferta, contando desde el recibo de la orden de compra o firma de contrato. El tiempo más corto para proveer el servicio, será un factor determinante para decidir la adjudicación a favor de un postor.

4. ALMACENAJE: Se requiere almacenaje físico para esta Subasta Informal.

5. MUESTRAS: No son requeridas en esta Subasta Informal.

6. CANTIDADES PARA COMPRAR: La orden de compra emitida, o contrato, indicará las servicios y bienes a ser adquiridos.

7. INSPECCIÓN DE LOS BIENES Y DESEMPEÑO DEL SERVICIO: funcionario asignado por la AMA, estará a cargo de la inspección y aceptación del proyecto.

## G. CRITERIOS DE EVALUACIÓN

Por tratarse de una Subasta Informal, los criterios de evaluación serán los de licitador responsable, con licitación (oferta) responsiva, al precio más bajo y/o cualquier otro criterio pertinente que represente el mejor valor para la AMA y el Gobierno de Puerto Rico.

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La División de Compras realizará determinaciones de hecho relacionadas a la solvencia moral y financiera, y así poder adjudicar si el licitador es uno responsable. La certificación del RUL puede ser un mecanismo para realizar dicha determinación. Adicionalmente, se podrán solicitar certificaciones de que el licitador, ni sus accionistas u oficiales en caso de ser personas jurídicas, han cometido fraude, abuso o malversación de fondos públicos, así como estados financieros. No cumplir con estos requisitos puede resultar en la descalificación del licitador.

La responsividad de la oferta se determinará cotejando que cada licitador cumple con todos y cada uno de los requisitos (de forma, de contenido, de documentos, de firma, etc.) dispuestos en estas instrucciones. No cumplir con los requisitos de especificaciones, términos y condiciones, fianzas y garantías, puede resultar en descalificación de la oferta.

Criterios de Evaluación:

1. La exactitud con la cual el licitador ha cumplido con las especificaciones, los términos y las condiciones del pliego de la Subasta Informal.
2. La calidad de los bienes, obras y servicios no profesionales ofrecidos y cómo éstos cumplen con las especificaciones y satisfacen las necesidades establecidas.
3. Si el precio es competitivo y comparable con el prevaleciente en el mercado.
4. La habilidad reconocida del licitador para llevar a cabo trabajos de la naturaleza bajo consideración en obras y servicios no profesionales.
5. La responsabilidad económica del licitador y las experiencias de la AMA con el cumplimiento de contratos anteriores de naturaleza igual o parecida.
6. El término de entrega de los servicios o bienes más próximo.
7. La capacidad económica y financiera, así como la trayectoria y experiencia previa del licitador para proveer estos servicios o bienes y cumplir con los términos de entrega y garantías de la unidad.

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8. El periodo específico o los términos aplicables a cada garantía, sus limitaciones y condiciones, los pasos requeridos para reclamar la garantía, qué entidad proveerá el servicio de reemplazo, subsanación, corrección o reparación del bien o el servicio.
9. Cualquier otro criterio pertinente que represente el mejor valor para el Gobierno de Puerto Rico.

## H. IMPUGNACIÓN A LA INVITACIÓN O A ESTAS INSTRUCCIONES DE SUBASTA INFORMAL

Toda impugnación a la invitación de Subasta Informal deberá presentarse personalmente ante la División de Compras, dentro de los tres (3) días subsiguientes a la fecha de haberse publicado la invitación en la página cibernética de la AMA o el Registro Único de Subastas (RUS). Luego de dicho término, toda impugnación será rechazada de plano.

Toda impugnación al pliego de la Subasta Informal deberá presentarse personalmente ante la directora de Compras, dentro de los tres (3) días subsiguientes a la fecha de la AMA haber hecho disponibles los pliegos de esta solicitud de Subasta Informal. Luego de dicho término, toda impugnación será rechazada de plano.

## I. DOCUMENTACIÓN REQUERIDA

1. CONTENIDO DE LA OFERTA: Todo licitador entregará en original y dos copias, en sobres sellados, su oferta personalmente en la sede de la AMA (37 Ave. De Diego, Urb. San Francisco, Río Piedras, Puerto Rico 00927), y enviará a través de la siguiente dirección de correo electrónico: [mayala@ama.pr.gov](mailto:mayala@ama.pr.gov) y/o [dmarti@ama.pr.gov](mailto:dmarti@ama.pr.gov), (ambas formas). En el ASUNTO ("SUBJECT") del correo electrónico que contenga la oferta, debe aparecer la siguiente información: **Número de Subasta Informal, nombre del licitador y compañía que representa.** además, deberá adjuntar los siguientes documentos:
  - a) Pliegos y oferta debidamente firmados y con las páginas inicialadas. Aunque algunas páginas no proveen un espacio determinado para que el licitador escriba sus iniciales, el licitador tiene que escribir sus

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- iniciales en cada una de las páginas del pliego (instrucciones, anejos, etc.)
- b) Fianza de Licitación (“Bid Bond”) debidamente endosada (de ser requerida)
  - c) Hoja de Ofertas en Formato “PDF”
  - d) Literatura de cada producto ofertado identificado con el número de renglón, según aplique
  - e) Listado de clientes y proyectos anteriores
  - f) Licencias profesionales y/o cualificaciones vigentes
  - g) Enmiendas (de ser aplicable)
  - h) Certificación del Registro Único de Licitadores de la Administración de Servicios Generales (ASG)
  - i) Certificación del registro en la plataforma SAM (Federal Transit Administration) <https://www.sam.gov/portal/SAM>

**Entregar original y dos copias de todo (pliego, anejos y propuesta).**

**Toda oferta recibida mediante correo electrónico que no contenga en el ASUNTO (“SUBJECT”) la información antes señalada, no será considerada.** Bajo esta circunstancia, la División de Compras no será responsable si el remitente pierde su oportunidad de presentar la oferta a tiempo, como tampoco podrá requerir que se tome conocimiento de su oferta o imputar que la oferta haya sido divulgada o abierta antes de tiempo. El licitador **podrá ser descalificado** por no adjuntar a su oferta los documentos arriba mencionados.

La oferta deberá contener la **dirección física y postal** de la oficina principal del negocio, así como también, el nombre y la dirección del agente residente de la corporación, cuando sea el caso. Igualmente, todo licitador habrá de incluir su correo electrónico; las Notificaciones de Adjudicación podrán ser enviadas a dicha dirección electrónica.

El licitador tendrá que indicar en la oferta la marca y modelo del producto, así como incluir literatura técnica del fabricante, la cual permita verificar que lo cotizado cumple con las especificaciones requeridas. Dicha literatura u hojas de especificaciones tienen que indicar claramente la partida de la Subasta Informal a la que se refiere.

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La oferta deberá estar firmada con bolígrafo de **tinta color azul** en el espacio provisto para ello, por la persona registrada en el RUL o su representante autorizado. Se autoriza la firma digital del licitador en la oferta presentada. De igual forma, se autoriza la presentación de documentos digitalizados. No cumplir con estos requisitos constituirá el rechazo de la oferta.

2. CERTIFICACIONES ADICIONALES: El licitador incluirá junto con su oferta en el formulario provisto, todas las certificaciones requeridas, además incluirá a éste, las certificaciones especiales solicitadas en este pliego. Se advierte que, entre otros, todo licitador deberá cumplir con lo siguiente:

- a) **CÓDIGO DE ÉTICA PARA CONTRATISTAS:** Todo licitador deberá cumplir con lo establecido en la Ley Núm. 2 del 4 de julio de 2018, según enmendada, conocida como Código Anti-Corrupción para el Nuevo Puerto Rico, el cual exige a todas las entidades gubernamentales funcionar bajo los estándares de integridad, eficiencia, probidad y transparencia. Este Código de Ética enfatiza la política pública del Gobierno de Puerto Rico en el uso adecuado y eficiente de los recursos públicos y la erradicación de la corrupción gubernamental.

Dicho Código requiere que todos los contratistas, proveedores de bienes o servicios y los solicitantes de incentivos se abstengan de llevar a cabo o participar en conducta que, directa o indirectamente, implique que servidores públicos infrinjan las disposiciones de la Ley de Ética Gubernamental. La aceptación de las normas establecidas en este Código de Ética es una condición esencial e indispensable para que los licitadores o sus representantes puedan efectuar transacciones o establezcan convenios con las agencias ejecutivas.

Toda persona está obligada a denunciar aquellos actos que estén en violación del referido Código que constituyan actos de corrupción, o se configuren en delitos constitutivos de fraude, soborno, malversación, o apropiación ilegal de fondos, y de los que tenga propio y personal conocimiento, que atañen a un contrato, negocio o transacción entre el gobierno y un contratista, proveedor de bienes o servicios. Los denunciantes estarán protegidos al amparo de la Ley Núm. 2-2018.

- b) **CLÁUSULA ANTI-DISCRIMEN:** La AMA no discrimina por razón de raza, color, género, origen o condición social, ideas políticas o religiosas,

Iniciales del Proponente: \_\_\_\_\_

- edad, nacionalidad, por ser víctima o ser percibida como víctima de violencia doméstica, agresión sexual o acoso, condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial. Cualquier proveedor o contratista de la AMA debe certificar que su entidad no discrimina por razón de raza, color, género, origen o condición social, ideas políticas o religiosas, edad, nacionalidad, por ser víctima o ser percibida como víctima de violencia doméstica, agresión sexual o acoso, servicio militar o condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial.
- c) CERTIFICACIONES GUBERNAMENTALES: El licitador agraciado, es responsable por tener al día sus certificaciones de no deuda con entidades gubernamentales tales como el Departamento de Hacienda, el Centro de Recaudaciones de Impuestos Municipales (CRIM), la Administración para el Sustento de Menores (ASUME) y cualquier otra que le sea requerida para poder hacer negocios con el Gobierno de Puerto Rico.
- d) En caso de que el licitador subcontrate, deberá proveer certificación de que la compañía subcontratada tenga 4% DBE.

## **J. ANEJOS**

En el caso de que fondos federales sufraguen la totalidad o parte de la adquisición realizada bajo esta Subasta Informal, en los Anejos se encontrarán instrucciones adicionales, requeridas por las autoridades federales, con las que también se tiene que cumplir. Otros anejos provistos son parte de los requisitos mandatorios tales como: Hoja de Oferta; Certificación Ley 2-2018, según enmendada; Certificación de No Deudas con Instrumentalidades Gubernamentales; etc.

## **K. ADVERTENCIAS**

- a) La AMA se reserva el derecho de cancelar parcial o total la Subasta Informal, independientemente de la fase en que se encuentre, siempre que sea antes de formalizar el contrato, o de haber emitido una orden de compra, cuando ello sirva los mejores intereses del Gobierno de Puerto Rico, según los términos del Reglamento Núm. I-23-01 (9415).
- b) La AMA se reserva el derecho de hacer modificaciones en las instrucciones, términos, condiciones y especificaciones de la Subasta Informal cinco (5) días laborables antes de la celebración del acto de

Iniciales del Proponente: \_\_\_\_\_

Apertura de las ofertas cuando la enmienda implique cambios o solicitudes adicionales que se deben incluir en la oferta, tres (3) días laborales antes del acto de Apertura cuando la enmienda no afecte la presentación de las propuestas u ofertas. De ser así se les notificará por escrito a todos los licitadores. La AMA podrá enmendar cualquier invitación y/o pliego de la Subasta Informal, cuando ello sirva a los mejores intereses del Gobierno de Puerto Rico, según los términos dispuestos en el Reglamento Núm. I-23-01 (9415), supra.

- c) Proveer cualquier tipo de información o documentación falsa o fraudulenta como parte de la oferta presentada para esta Subasta Informal, será causa suficiente para descalificar o rechazar la oferta de cualquier licitador, así como para cancelar o resolver cualquier orden de compra o contrato otorgado en virtud de esta.
- d) La AMA no aceptará una fianza por una cantidad menor o a nombre de otra entidad que no sea según el pliego de Subasta Informal. El incumplimiento con este requisito conllevará el rechazo de la oferta.
- e) Solo se aceptará una oferta por licitador. Empresas, naturales o jurídicas, que tengan socios, miembros o accionistas comunes, serán consideradas como *alter ego* una de las otras, por lo que se considerará un conflicto de intereses que activará la descalificación de los licitadores con intereses en común. Se prohíben prácticas de competencia desleal tal como el contubernio.
- f) Toda persona que en su vínculo con las agencias y demás instrumentalidades del gobierno de Puerto Rico participe de licitaciones en subastas, presente oferta, interese perfeccionar contratos con éstas, tendrá la obligación de divulgar toda la información necesaria para que las agencias puedan evaluar detalladamente las transacciones y efectuar determinaciones correctas e informadas.
- g) La AMA no se responsabiliza por los costos incurridos en la preparación de ofertas para esta Subasta Informal.
- h) La mera participación en esta solicitud de Subasta Informal no ofrece garantías de que se le ha de adjudicar un contrato u orden de compra. La notificación de adjudicación de la presente Subasta Informal no constituirá el acuerdo formal entre las partes. Será necesario que se suscriba el contrato correspondiente, o que la AMA emita una orden de compra por la persona autorizada.

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- i) Toda oferta y/o propuesta presentada deberá incluir el detalle del precio ofertado; precio de unidad del bien o servicio (por cada partida), costos de transportación, entrega, ensamblaje, garantía, entrenamiento, mantenimiento o servicios, reemplazos, entre otros.
- j) Una vez se hayan sometido las ofertas, éstas y sus anejos, pasarán a ser propiedad de la AMA y no será devuelta.
- k) Tan pronto se adjudique esta Subasta Informal, el expediente será público, incluyendo las ofertas y sus anejos. Si un licitador no desea que se publique un secreto de negocio, o información protegida, deberá etiquetar dicha información como "Secreto de Negocio e Información Protegida".
- l) Los documentos o anejos incluidos en este pliego, deben ser completados por los licitadores y tienen que ser sometidos con las ofertas. Los licitadores son responsables de atender cualquier enmienda que surja en el transcurso de esta Subasta Informal.
- m) Los representantes exclusivos de marcas o servicios no profesionales deberán mencionarlo en la oferta y someter certificación del manufacturero a tales efectos.
- n) En el caso de que las ofertas se sometan en sobres abiertos, deteriorados o sin identificación, la División de Compras de la AMA habrá de realizar esfuerzos razonables con el licitador para que éste cumpla con el requisito de someterla en un sobre sellado, debidamente identificado.
- o) Es responsabilidad de cada licitador que entregue oferta, cerciorarse que la misma ha sido debidamente registrada.
- p) Los licitadores deberán cumplir con los requisitos de reglamentación vigente y de las normas aplicables de ingeniería y seguridad en aquellos casos en que se requiere la instalación de equipos.
- q) La División de Compras podrá utilizar la negociación individual respecto a los términos, condiciones, calidad, solución o precios, o combinación de factores, para obtener lo más ventajoso para la Autoridad. El precio no será necesariamente el factor de mayor peso de adjudicación. Puede existir la posibilidad de que la adjudicación pueda hacerse sin negociación.

## **L. POLÍTICAS PREFERENCIALES**

Iniciales del Proponente: \_\_\_\_\_

No es aplicable ninguna política preferencial cuando los bienes o servicios se sufraguen con fondos de la FTA.

#### **M. ALTERACIONES**

Toda oferta deberá presentarse en forma legible, clara, completa y precisa. Ofertas múltiples, variadas o ambiguas no serán consideradas. Todo borrón, tachadura, anotación o cualquier corrección en los pliegos tienen que estar refrendados **por la persona que firme la oferta** e incluya en cada página sus iniciales. De lo contrario quedará invalidada la oferta para la partida o las partidas correspondientes.

El uso de tinta de borrar para correcciones se considerará como una tachadura y para poder salvar la misma, deberá tener las iniciales de la persona que firme la oferta para ser considerado. El uso de papel con pega ("correction paper") para escribirle encima es inaceptable.

#### **N. CORRECCIONES A OFERTAS**

Las correcciones o modificaciones a las solicitudes de Subasta Informal están sujetas a las disposiciones del Reglamento I-23-01 (9415), Secciones 4.3.12 y 4.3.13. Nótese que no se aceptan modificaciones luego de fecha y hora límite para someter las ofertas, dispuesto en la Secc. C-1 de estas instrucciones; de hacerlo, serán rechazadas.

#### **O. COMUNICACIONES PROHIBIDAS**

Las comunicaciones verbales entre funcionarios (o empleados) de la AMA y potenciales licitadores, con respecto a esta solicitud de Subasta Informal, están prohibidas durante los procesos de presentación y selección de ofertas. El incumplimiento de este requisito puede resultar en el rechazo de las ofertas presentadas.

#### **P. CÓMO SOMETER PREGUNTAS**

Los licitadores que deseen solicitar alguna clarificación o someter preguntas sobre el proceso, deben hacerlo en o antes del día dispuesto en la Sección C-1 de estas instrucciones. Dichas preguntas se enviarán por correo electrónico a [mayala@ama.pr.gov](mailto:mayala@ama.pr.gov) y/o [dmarti@ama.pr.gov](mailto:dmarti@ama.pr.gov) . La AMA debe responder dichas preguntas en o antes de la fecha dispuesta en la misma sección antes referida. La AMA someterá a todos los

Iniciales del Proponente: \_\_\_\_\_

participantes una relación de todas las preguntas radicadas, quien la radicó, y la respectiva contestación en el día dispuesto en la Sección C-1.

#### **Q. LICITADORES REGISTRADOS**

A todo licitador que esté registrado en el RUL, que haya presentado oferta para una Subasta Informal y que luego del Acto de Apertura no se encuentre elegible, se le concederá un término improrrogable de cinco (5) días calendario, contados a partir del Acto de Apertura, para que someta la información o los documentos correspondientes en el RUL. Durante dicho periodo de cinco (5) días, no se realizará adjudicación alguna de la Subasta Informal. Será responsabilidad de la División de Compras comunicarse con el licitador para que éste actualice sus constancias en el RUL en el término provisto.

El licitador deberá someter todos los documentos solicitados y cumplir con todos los requisitos, términos y condiciones establecidos en el pliego de Subasta Informal al momento de entregar su oferta, lo cual siempre será antes de la apertura de la Subasta Informal. No se aceptará ningún documento por parte del licitador con posterioridad al acto de apertura, a excepción del certificado de elegibilidad del RUL, que estará sujeto a que se presente dentro del término de cinco (5) días calendario antes referido.

#### **R. LICITADORES NO REGISTRADOS**

Cuando un licitador que no esté registrado en el RUL comparece a un proceso de solicitud de Subasta Informal y presenta una cotización u oferta, la División de Compras no deberá rechazar la misma por el hecho de que dicho licitador no esté en el RUL y le dará cinco (5) días calendario, contados a partir del acto de apertura para que someta todos los documentos requeridos ante el RUL.

#### **S. OFERTAS ADMISIBLES E INADMISIBLES**

- a. UNIDAD DE COTIZACIÓN DE PRECIO: La oferta básica deberá hacerse en dólares y centavos. No serán consideradas ofertas que se expresen en términos de por ciento, en referencia a posibles precios indeterminados, cantidad de dinero o por cientos en exceso de ofertas más bajas.
- b. Para esta Subasta Informal, las ofertas admisibles serán todo o nada.

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- c. NINGUNA OFERTA: Si el licitador no tiene interés en licitar en dicha Subasta Informal, deberá devolver el Anejo I (Oferta del Licitador) de la Invitación a Subasta Informal, con una anotación explicando las razones que tiene para no hacer oferta, así como notificar si tiene o no interés en ser invitado para futuras Subasta Informal en esos renglones. La falta de someter oferta sin notificación podrá ser informada al RUL.
- d. OFERTAS NO RESPONSIVAS O INACEPTABLES: Al hacer su oferta, el licitador se limitará a ofrecer lo que se le solicita dentro de las especificaciones enmarcadas y las condiciones fijadas. Las especificaciones establecen requisitos mínimos, cualquier oferta que sobrepase las especificaciones solicitadas, podrá ser aceptada siempre y cuando no altere sustancialmente lo solicitado de forma tal que pueda interpretarse como competencia desleal.
- e. No serán consideradas ofertas que hagan de la misma una **ambigua**, en cuanto a su significado, **incompleta** o **indefinida**. También, serán rechazadas ofertas que **alteren, incumplan, varíen o condicionen** los términos, condiciones y especificaciones establecidos por la AMA.
- f. OFERTAS INCOMPLETAS: Ofertas en las que no se completen todos los blancos serán rechazadas. Si un licitador no tiene información que suplir en un blanco deberá anotar "N/A" - (no aplica) o "N/B" – (no bid).
- g. VARIAS OFERTAS POR UN MISMO LICITADOR: Si un licitador presenta varias ofertas para una Subasta Informal, ya sea a nombre propio o seudónimos, de alguna de sus subsidiarias o sucursales, de alguno o varios de sus socios, agentes u oficiales, todas serán **rechazadas** y se le podrán imponer las penalidades que establece el Reglamento I-23-01 (9415), *supra*.
- h. OFERTA LIMITADA: Todo licitador que entienda que solamente puede sostener sus precios por un período de tiempo determinado, así lo hará constar en su oferta especificando el término.

## T. RETIRO DE OFERTA

El retiro de una oferta se hará mediante solicitud escrita, dirigida a la División de Compras de la AMA, antes del acto de Apertura. No se puede

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volver a presentar una sustitutiva de la que se retiró ni se puede retirar ofertas luego de que se haya realizado el acto de Apertura.

#### **U. RECHAZO GLOBAL**

La División de Compras podrá rechazar todas las ofertas recibidas si éstas no cumplen con las instrucciones, términos, condiciones y especificaciones, o si los precios fueran irrazonables, o si existe colusión entre los licitadores comparecientes, o si los mejores intereses económicos del Gobierno de Puerto Rico pudieran verse afectados.

#### **V. CANCELACIÓN DE CONTRATO POR CAUSA: NEGATIVA A ENTREGAR**

Si el licitador se niega a entregar lo ordenado, se podrá cancelar la orden de compra y emitirla a otro licitador. Además, la AMA aplicará las sanciones correspondientes, según el Reglamento Núm. I-23-01 (9415), así como en y las acordadas en el contrato u orden de compra.

#### **W. CANCELACIÓN DE CONTRATO POR CONVENIENCIA**

La AMA podrá dar por terminado cualquier contrato cuando lo estime conveniente, notificando al menos treinta (30) días antes dicha determinación.

#### **X. SOLVENCIA MORAL**

La AMA no adjudicará Subasta Informal u otorgará contrato alguno para la realización de servicios o la venta o entrega de bienes, a persona natural o jurídica que haya sido convicta o se haya declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos enumerados en la Ley Núm. 2-2018, según enmendada. Esta prohibición de adjudicar Subastas Informales u otorgar contratos, se extiende a aquellas personas jurídicas cuyos presidentes, vicepresidentes, director, director ejecutivo, o

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miembro de su Junta de Oficiales o Junta de Directores, o persona que desempeñe funciones equivalentes, haya sido convicto o haya sido declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos, según enumerados en el Artículo 3 de la referida ley.

La prohibición para la contratación, subcontratación o adjudicación de una Subasta Informal contenida en la Ley 458, *supra*, tendrá una duración de veinte (20) años, a partir de la convicción correspondiente en casos por delito grave, y una duración de ocho (8) años en casos por delito menos grave.

La convicción o culpabilidad por cualquiera de los delitos enumerados en el Artículo 3 de la ley conllevará, además de cualesquiera otras penalidades, la rescisión automática de todos los contratos vigentes a esa fecha entre la persona convicta o culpable y la AMA. Además de la rescisión del contrato, la AMA tendrá derecho a exigir la devolución de las prestaciones que hubiese efectuado con relación al contrato o contratos afectados directamente por la comisión del delito.

## **Y. INCUMPLIMIENTO**

Si el licitador incumpliera con cualquiera de los términos y condiciones de esta Subasta Informal una vez emitida la orden de compra o firmado el contrato, la AMA cancelará el mismo inmediatamente, ejecutará la Fianza de Ejecución ("Performance Bond") y podrá solicitar que se excluya al suplidor del RUL, por un término no menor de un (1) año y no mayor de tres (3) años, conforme según las disposiciones aplicables. Además, la AMA se reserva el derecho de aplicar cualesquiera otras sanciones, según provistas en el Reglamento Núm. 9352, *supra* y las acordadas en el contrato u orden de compra.

Las medidas a tomarse en caso de incumplimiento serán impuestas solamente por la AMA, previa investigación de los hechos, mediando comunicación y dando al licitador la oportunidad de ser escuchado.

## **Z. PENALIDAD POR ENTREGA TARDÍA O INCUMPLIMIENTO**

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Todo licitador que incurra en incumplimiento de entrega de mercancía o servicios, se le aplicará un cargo según dispuesto en el Reglamento I-23-01 (9415), Secc. 4.3.20, sobre importe de la orden de compra emitida, o contrato, por cada día que transcurra de atraso, sin que constituya una renuncia a cualquier otro procedimiento que en derecho proceda. Se entiende que ha habido atraso cuando el suplidor no cumpla con la fecha de entrega convenida o no cumpla con la fecha de comienzo de los servicios.

## **AA. RECONSIDERACIÓN Y REVISIÓN JUDICIAL**

Una vez se emita una Notificación de Adjudicación, cualquier persona que haya participado en el proceso de esta Subasta Informal, y haya recibido una determinación adversa, tendrá oportunidad de solicitar una reconsideración o eventual revisión judicial, siguiendo las disposiciones legales aplicables. Según el Art. 4.2 de la Ley Núm. 38-2017, según enmendada, conocida como Ley de Procedimiento Administrativo Uniforme del Gobierno de Puerto Rico, "[l]a mera presentación de una solicitud de revisión al amparo de esta Sección no tendrá el efecto de paralizar la adjudicación de la Subasta Informal impugnada".

### **Fin de las Instrucciones**

**\*\*\*Pase a los Anejos\*\*\***

Iniciales del Proponente: \_\_\_\_\_

DIVISION 2 SITE WORK

## SECTION 02072

### MINOR DEMOLITION FOR REMODELING

#### PART ONE - GENERAL

##### 1.01 WORK INCLUDED

- A. Remove designated building equipment and fixtures.
- B. Remove designated partitions and components.
- C. Cap and identify utilities.
- D. Temporary partitions to allow building occupancy.

##### 1.02 RELATED WORK

- A. Section 01400 Testing Laboratory Services

##### 1.03 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- B. Provide, erect, and maintain temporary barriers and security devices.

#### PART TWO - PRODUCT

Not used.

#### PART THREE - EXECUTION

##### 3.01 EXECUTION

- A. Erect and maintain waterproof closures for exterior openings.
- B. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke to provide for owner occupancy.
- C. Protect existing items, which are not indicated to be altered.
- D. Disconnect, remove, and cap designated utility services within demolitions areas.
- E. Mark location of disconnected utilities. Identify and indicate capping

locations on project record documents.

### 3.02 EXECUTION

- A. Demolish in an orderly and careful manner. Protect existing supporting structural members and remaining elements.
- B. Except where noted otherwise, immediately remove demolished materials from site.
- C. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect under provisions of Special Conditions Section.
- D. Remove the following material and equipment to become property of the contractor and disposal made off-site under provisions of Special Conditions Section:
  - 1. Doors and windows.
  - 2. Toilets, lavatories, shower heads, medicine cabinets and shower stall tiles.
  - 3. Accessories.
  - 4. Mirror and lighting fixtures.
- E. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- F. Do not burn or bury materials on site.
- G. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.

## SECTION 02100

### DEMOLITION AND CLEARING

#### PART ONE - GENERAL

##### 1.01 DESCRIPTION

###### A. WORK INCLUDED

Demolition and clearing, required for this work includes:

1. Items identified as "to be demolished" or "to be removed" on drawings and/or any specification.
2. Removal of all debris.

###### B. RELATED WORK DESCRIBED ELSEWHERE

1. Section 07.

###### C. DEFINITIONS

The term "demolition and clearing", as used herein, includes the removal of all existing objects (except for those objects designated to remain) down to the existing slab level, plus such other work as is described in this section of this specifications.

##### 1.02 JOB CONDITIONS

###### A. DUST CONTROL

Use means necessary (as approved by owner) to prevent the spread of dust during performance of the work of this section; to prevent dust being a nuisance to the public, neighbors, and concurrent, performance of the other work on the site.

###### B. BURNING

On site-burning will not be permitted.

#### PAR TWO - PRODUCTS

##### 2.01 NO PRODUCTS ARE REQUIRED UNDER THIS SECTION

## 2.02 TEMPORARY BARRICADES

Unless otherwise specifically approved by the Owner, use only new and solid lumber or utility grade or better to construct temporary barricades around the objects designated to remain.

## PART THREE - EXECUTION

### 3.01 PREPARATION

#### A. NOTIFICATION

Notify the Owner at least two full working days prior to commencing the work of this section.

#### B. SITE INSPECTION

Prior to all work of this section, carefully inspect the entire site and, all objects designated to be removed, and to be preserved.

#### C. SCHEDULING

1. Schedule all work in a careful manner with all necessary consideration for neighbors, and the public.
2. Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.

#### D. PROTECTION OF UTILITIES

Preserve in operation all active utilities traversing the site and designated to remain.

### 3.20 REMOVAL OF DEBRIS

Remove all debris from the site and leave the site in a neat and orderly condition to the approval of the owner.

## PART THREE - REQUIREMENTS

The work includes the demolition or removal of all construction indicated, specified, or necessary to accomplish the work under this contract. The work indicated or specified in this section or other sections of the specifications is included, but is not intended that all items of demolition work be specifically indicated, specified, or listed. After carefully reviewing, the drawings and specifications to determine intent, the Contractor shall visit the site and determine the extent of demolition work required to properly complete the work under this contract.

3.01 Demolition and removal shall be conducted in a manner that will eliminate hazards to persons and property in the area and shall prevent the release of dust and rubbish into the air. All debris resulting from demolition or removal work shall be removed from the project daily or as directed by the Owner. Trash and rubbish shall not be allowed to accumulate either within or outside the buildings. Demolished materials and debris which in the opinion of the Owner cannot practicably be removed from the site the same day as removed, may be temporarily stacked or stored in a designated location on the site as directed by the Owner. All materials resulting from demolition work, except as indicated or specified otherwise, shall become the property of the Contractor and shall be removed from the limits of the project.

### 3.02 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

### 3.03 PROTECTION OF EXISTING WORK

Before beginning any cutting or demolition work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to existing work to remain in place, to be reused, or to remain the property of the Owner and any damage to such work shall be repaired or replaced, as approved by the Owner, at no additional cost to the Owner. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. He shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports or reinforcing as may be required as a result of any cutting, removal, or demolition work performed under any part of this contract.

3.03.1 Protection of buildings from the weather: The interior of the buildings and all materials and equipment shall be protected from the weather at all times. Where removal of existing roofing is mandatory to accomplish new work, materials and workmen

necessary to provide adequate and approved temporary covering of exposed areas shall be kept attended to insure their effectiveness and prevent displacement.

3.03.2 Trees within the project site which might be damaged during demolition and which are indicated to be left in place shall be protected.

#### 3.04 USE OF EXPLOSIVE

Use of explosives will not be permitted.

#### 3.05 FILLING

Holes, open basements and other hazardous openings shall be filled as specified in Section entitled Earth Work.

#### 3.06 STRUCTURES (WALLS AND PARTITIONS)

Existing structures indicated shall be removed 24" below grade. All interior walls and partitions shall be removed as shown on drawings.

#### 3.07 EXISTING ROOFING

Where removal of built-up roofing is required to effect the connections with new flashing or roofing, the existing felts and insulation shall be cut along straight lines. Gravel surfacing shall be removed from the existing roofing felts for a distance of not less than 18 inches back from the cut edges of the felts. Removal of the gravel shall be down to the top ply of felt and shall be accomplished without damage to the felts. Removal of roofing shall be accomplished without damage to the roof deck.

Where removal of built-up roofing is required to install a new roofing system, the existing system shall be removed as per requirements of new roofing manufacturer.

#### 3.08 REMOVAL OF MASONRY

Removal of masonry shall be accomplished so as to prevent damage to existing surfaces of units remaining in exposed locations and to facilitate the installation of new work. Where new masonry adjoins existing units, the new work shall abut or be toothed into the existing construction as necessary to maintain the existing bond and surface pattern.

#### 3.09 REMOVAL OF CONCRETE

Where existing concrete work is to be removed, the concrete shall be sawn along straight lines to a depth of not less than 2 inches. Each cut in walls shall be perpendicular to the face and in alignment with the cut in the opposite face. The remainder of the concrete shall be broked out, provided that the broken area is concealed in the

finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, it shall be ground smooth or the saw cut shall be made entirely through the concrete.

### 3.10 UTILITIES

Remove all existing utilities, as indicated, and terminate in a manner and at a time satisfactory to the utility companies involved. Where the Utility Company desires to effect the removal of their materials, they shall be permitted to do so. Meters and related equipment shall be removed and delivered to a location as directed by the Owner without additional cost. When utility lines are encountered that are not indicated on the drawings, they shall be disposed of as directed by the Owner and disposal shall be covered by Differing Site Conditions in accordance with the General Provisions.

## PART FOUR - DISPOSITION OF MATERIAL

### 4.01 TITLE OF MATERIALS

Title to all materials and equipment to be demolished, except as specified otherwise, is vested in the Contractor upon receipt of notice to proceed. The Owner will not be responsible for the condition, loss or damage to such property after notice to proceed.

4.02 Materials and equipment to be reused or relocated shall be carefully removed and stored to prevent damage, and reinstalled as the work progresses.

4.03 Materials and equipment that are indicated or specified to be removed by the Contractor and remain the property of the Owner shall be carefully removed and delivered by the Contractor to a storage site as directed.

## **SECTION 02542**

### **INTERCEPTORS**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

A. Provide interceptors located outside the building for use with sewerage and drainage systems.

##### **1.02 SUBMITTALS**

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.

##### **1.03 QUALITY ASSURANCE**

A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

#### **PART 2 – PRODUCTS**

##### **2.01 MATERIALS**

A. Garage Interceptors: Precast or cast-in-place, reinforced-concrete garage interceptor, ACI 318, ACI 350R.

B. Grease Interceptors: Precast or cast-in-place, reinforce concrete, [single] [double] chamber grease interceptor, ACI 318, ACI 350R.

C. Sediment Interceptors: Steel body and cover; with settlement chambers; baffles; and removable basket, strainer, or screens.

D. Oil Interceptors: Steel body and cover; with baffles; removable basket, strainer, or screens; and flow-control fitting on inlet.

E. Pipes and Fittings: Hub-and-Spigot, Cast-Iron Soil Pipe and Fittings; ASTM A 74, service class, gray cast iron, for gasket joints.

F. Gaskets: ASTM C 564, rubber, thickness matching service class pipe.

- G. Sleeve-Type Couplings: Rubber or elastomeric sleeve and band assembly.
- H. Cleanouts: ASME A112.36.2M, with round-flanged, cast-iron housing; and secured, scoriated, medium-duty loading class, cast-iron cover.
- I. Concrete: Cast-in-place concrete, ACI 318, ACI 350R; Portland-cement design mix, 4000 psi (27.6 MPA) minimum, with 0.45 maximum water-cement ratio.
- J. Identification: Detectable, warning tapes over outside edges of underground interceptors.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Test for proper operation. Clean out system and protect work form damage.

## **SECTION 02713**

### **WATER SYSTEM**

#### **PART ONE - GENERAL**

##### **1.01 SCOPE**

A. The work under this section includes furnishing all the materials, machinery, equipment and labor necessary to install the underground water distribution system and exercising all the care required not to damage the possible existing underground utilities.

B. Work includes water distribution system outside of buildings. Water piping within buildings and within five foot building line drawn five feet outside the outside face of building walls and parallel thereto is specified in the appropriate section under Division 15.

C. Excavating, trenching, backfilling and density tests shall be in accordance with Section 02200 Earthwork of these specifications.

##### **1.02 QUALITY ASSURANCE**

A. Comply with all the requirements of the Puerto Rico Aqueduct and Sewer Authority.

B. Pay for all permits and fees necessary to carry out the work and obtain the Puerto Rico Aqueduct and Sewer Authority approval of the System.

##### **1.03 DRAWINGS**

A. Attention is called to the fact that location shown on the drawings is approximate only, and the right to slightly alter any location up to the time of final approval of stake position is reserved by and without additional cost to the Owner.

##### **1.04 SUBMITTALS**

A. Provide manufacturer's data, test reports and materials certification.

##### **1.05 PRODUCT DELIVERY, STORAGE AND HANDLING**

A. Store all piping and fittings on sills above flood water.

B. Deliver for laying only when trench is excavated.

## PART TWO - PRODUCTS

### 2.01 MATERIALS

#### A. Water Pipe and Appurtenances

1. All underground water pipe and fittings, 4" and over shall be cast iron, class 150, tyton joint bell and spigot. (FSWW-P-406-b (1)-64).

2. All underground water pipe and fittings, less than 4" shall be K soft tempered copper service tubing. (FS USA S1-H-231-67).

#### B. Gate and Tapping Valve

All 2" and larger gate and tapping valves shall be iron body, bronze standards, double seat, double disc, wedge type, bronze stem, opening to the left and designed for a working pressure of 150 psi. and a test pressure of 300 psi. Gate and tapping valves shall be encased in cast iron of pattern or design as shown on the drawings.

#### C. Fire Hydrants

Comply with the requirements of P.R.A.S. Authority and the Puerto Rico Fire Service. Each hydrant shall be provided with and auxiliary valve, cast iron valve box, necessary drain and a concrete supporting base. Fire hydrants shall be 4" in diameter with hose connections as required by the Puerto Rico Fire Service.

#### D. Concrete

Comply with the requirements of Section 03300.

## PART THREE - EXECUTION

### 3.01 INSPECTION

#### A. Examine areas to receive water pipes and appurtenances for:

1. Completion of excavation to elevations and slopes indicated.
2. Obstructions which would interfere with water system installation.

#### B. Begin work only when conditions are corrected satisfactorily.

#### C. Each section of pipe shall be carefully examined before being laid and

defective or damaged pipe shall not be used.

### 3.02 INSTALLATION

A. Piping shall be laid true to line and without objectionable break in grade and with a cover of not less than 18". The pipe interior shall be cleaned before lowering the pipe into the trench and joint surfaces wiped clean before joints are made. Line junctions and changes in direction shall be made with proper fittings.

B. Where ground conditions or bends make it necessary, clamps, braces, bolted flanges or mass concrete shall be used to prevent blowing out of joints and special supports meeting the approval of the Architect shall be used to prevent settlement.

C. Whenever, in the opinion of the Architect the soil is unsuitable to support water lines, provisions shall be made as directed by him and equitable adjustment therefore made in the contract price.

### 3.03 SERVICE CONNECTIONS

A. Pipe connections shall be made as follows:

1. Tees or crosses shall be provided where the diameter of the smaller pipe exceeds 1/6 of the diameter of the larger pipe; reducers shall be provided where necessary.

2. Where the smaller pipe is equal to or smaller than 1/6 of the larger pipe, a direct tapping may be made. In such case, the connection shall be made using lead gooseneck fitted with proper joints, but equipment with a Mueller Thread Corporation cock. Where smaller pipe is flexible tubing, lead gooseneck may be omitted.

### 3.04 EXCAVATION

A. Trenches for mains in water distribution system, except as otherwise specified, shall be a minimum depth of 1'-6" to the upper part of the mains and only of sufficient to provide a free working space of not over 9" on each side of the conduit. Bottom of trenches shall be evenly graded with bell holes provided to insure uniform bearing for the pipe line. Excavations below required depths shall be refilled with gravel and firmly compacted.

B. There is no classification for material to be excavated for the installation of underground water distribution. The contract price covers full compensation to the Contractor for excavation whatever material be encountered.

C. No blasting shall be allowed, except with the written consent of the Owner.

### 3.05 BACKFILL

A. After installed piping has been given a preliminary test, inspection and approval, excavation shall be backfilled and hand tamped under, around, and 12" over pipe, in 6" layers. The balance of the backfilling shall then be performed with approved material, each layer tamped compactly into place.

B. Special precautions shall be observed to obtain thorough compaction of backfill, under streets, drives, walks and other surfaced areas.

C. Final testing and inspection of sewers shall not be performed until backfilling, tamping, heavy and paving over pipe lines is completed.

### 3.06 TEST

A. All water mains shall be tested at the expense of the Contractor under the supervision of the Architect and P.R.A.S. to a hydrostatic pressure of not less than 150 psi., after being laid and before joints are covered and trenches backfilled.

B. The maximum leakage rate allowed shall be 180 gallons during a 24 hour period, per mile of pipe line, per inch of pipe diameter. The minimum testing period shall be 15 minutes. Any defects resulting from the tests shall be corrected by the Contractor to the satisfaction of P.R.A.R.A. and the Owner.

C. Upon completion and approval of the water lines, the Contractor shall arrange for their sterilization as required by P.R.A.S.A. and the Department of Health. Lines shall be flushed out, after sterilization, until all traces of chemicals used are removed.

## SECTION 02730

### SANITARY SEWER SYSTEM

#### PART ONE - GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. The extent of sanitary sewer work is shown on the drawings.

##### 1.02 QUALITY ASSURANCE

- A. Codes and Standards:

1. ASTM A 48 "Specification for Gray Iron Casting".
2. ASTM C 478 "Specification for Precast Reinforced Concrete Manhole Sections".
3. ASTM D 2564 "Specification for Solvent Cements for Polyvinyl Chloride (PVC) Plastic Pipe and Fittings".
4. ASTM D 2657 "Practice for Heat Joining of Polyolefin Pipe and Fittings".
5. ASTM D 2855 "Practice for Making Solvent Cemented Joints with Polyvinyl Chloride (PVC) Pipe and Fittings".
6. ASTM D 3034 "Specifications for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings".
7. FS-RR-F-621 "Frames, Cover, Gratings, Steps, Sumps and Catch Basins, Manhole".

- B. Allowable Tolerances:

1. Rate of leakage for any gravity line section or sections, or for total length of pipe lines may not be greater than 50 gallons per inch of pipe diameter per mile per 24 hours.

##### 2.03 CONCRETE INLETS

- A. Concrete Base:

1. Precast or cast-in-place, at Contractor's option. Use concrete which will attain in 28 day compressive strength of not less than 3000 psi.

B. Precast Concrete Inlets:

1. ASTM C 478, sized as indicated.

C. Cast-in-place Manholes (at Contractor's Option).

2.04 METAL ACCESORIES

A. Manhole Frames and Covers:

1. ASTM A 48, Grey Cast Iron, Class 30 A.
2. Comply with requirements of FS RR-F-621 for type and style indicated.
3. Furnish covers with cast-in-legend "SANITARY" on roadway face.

B. Manhole Steps:

1. Aluminum extrusions, integrally cast into manhole sidewalls, unless otherwise indicated.
2. Comply with requirements of FS RR-F-621, for type and style required.

PART THREE - EXECUTION

3.01 EXCAVATION AND PREPARATION FOR SANITARY SEWERS

A. Perform trench excavation for sanitary sewer to line and grade shown in accordance with section titled Trenching as modified herein.

B. If the excavation exceeds the indicated dimensions, encase the pipe or install pipe of higher strength.

C. Excavate test pits sufficiently in advance of construction so that reasonable changes in line and grade can be made where the location of existing structures varies from that shown. Work occasioned by failure to take such precautions will be performed at no extra cost to the Owner.

D. Excavate trenches to provide a uniform continuous bearing and support for the pipe or structure on solid ground between bell joints.

E. Wherever the character of the material at the bottom of the excavation is found unsuitable, excavate below subgrade to a depth of 3 feet maximum and install either gravel or concrete cradle for whatever distance is required. Subgrade is defined as the underside of the barrel of the pipe or the underside of the masonry structure.

F. Keep all trenches and excavations free of water during construction and until final inspection.

### 3.02 INSPECTION

A. Installer must examine the areas and conditions under which storm sewer system work is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

### 3.03 INSTALLATION OF PIPE

#### A. General:

1. Install pipe in accordance with governing authorities having jurisdiction, except where more stringent requirements are indicated.
2. Inspect pipe before installation to detect any apparent defect. Mark defective materials with white paint and promptly remove from the site.
3. Lay pipe beginning at the low point of a system, true to the grades and alignment indicated with unbroken continuity of invert.

#### B. Horizontal Piping, Underground:

1. Lay Piping on a firm bed for the entire trench length except where otherwise supported.
2. Employ partial backfilling and cradling to secure piping during backfilling operation.
3. Firmly brace piping laid on grade prior to embedment in concrete.

#### C. Cleaning Pipe:

1. Clear the interior of pipe of dirt and other superfluous material as the work progresses. Maintain a swab or drag in the line and pull past each joint as it is completed.
2. Place plugs in the ends of uncompleted pipe at the end of the day or whenever work stops.
3. Flush lines between manholes, if required to removed collected debris.

#### D. Junction with other Materials:

1. Use type of adapter and technique recommended by pipe manufacturer.

E. Joint Workmanship:

1. Solvent cement joints:

a. ASTM D 2855-73

2. Fusion welded joints:

a. ASTM D 2657-73

3. Threaded Joints:

a. Tighten by strap wrench to not more than one full turn beyond hand tight.

3.04 UNDERGROUND STRUCTURES

A. Precast Concrete Manholes:

1. Place precast concrete sections as shown on the drawings. Where manholes occur in pavements, set top of frames and covers flush with finish surface. Elsewhere, set tops 3 inches above finish surface, unless otherwise indicated.

2. Use epoxy bonding compound where manhole steps are mortared into manhole walls.

a. Provide rubber joint gasket complying with ASTM C 433.

3.05 TAP CONNECTIONS

A. Make connections to existing conduits and underground structures, so that the finished work will conform as nearly as practicable to the requirements specified for new work.

1. Branch connections made from the side into existing 12 to 21 inch conduit shall have a wye sprung into the existing line, and the entire wye encased with not less than 6 inches of 3000 psi 28 day compressive strength concrete.

2. For branch connections from the side into an existing 24 inch or larger conduit or to underground structures, cut an opening into the unit sufficiently large to allow 3 inches of concrete to be packed around the entering connection. Cut the ends of the connection passing through conduit or structure wall to conform to the shape of and be flush with the inside wall,

unless otherwise indicated. On the outside of the conduit or structure wall, encase the entering connection in 6 inches of concrete for a minimum length or 12 inches to provide additional support of collar from the connection to undisturbed ground.

a. Provide concrete which will attain a minimum 28 day compressive strength or 3000 psi, unless otherwise indicated.

b. Use an epoxy bonding compound as an interface between new and existing concrete materials.

3. Take care while making tap connections to prevent concrete or debris from entering the existing structure. Remove any debris, concrete, or other extraneous material which may accumulate.

### 3.06 BACKFILLING

#### A. General:

1. Conduct backfill operations of open-cut trenches closely following laying, jointing and bedding of pipe, and after initial inspection and testing are completed.

2. Backfill around and over pipe lines for a distance of 2 feet above the top of pipe with clean earth free of large stones, refuse or other material of an unsatisfactory character.

3. Begin backfilling by depositing and ramming earth in layers not more than 4 inches thick, under, around, and over the pipe to a point not less than 2 feet above the top of pipe. Continue remainder of backfilling as specified in Section 02225, Trenching.

a. To minimize local area traffic interruptions, allow no more than 100 feet between pipe laying and the point of complete backfilling.

DIVISION 3 CONCRETE

## SECTION 03100

### CONCRETE FORMWORK

#### PART ONE - GENERAL

##### 1.01 DESCRIPTION

A. The extent of formwork is indicated by the concrete structures shown on the drawings.

B. The work includes providing formwork and shoring for architectural cast-in-place concrete, and the installation into formwork of anchor bolts, setting plates, bearing plates, anchorages, inserts, frames, nosings and other items to be embedded in concrete.

##### 1.02 QUALITY ASSURANCE

A. Codes and Standards: Unless otherwise shown or specified, design, construct, erect, maintain and remove forms and related structures for cast-in-place concrete work in compliance with the American Concrete Institute standard AC1 347. "Recommended Practice for Concrete Formwork".

B. Design of Formwork: Design, erect, support, brace and maintain formwork so that it will safely support all vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Carry vertical and lateral loads to the ground by the formwork system and by the in-place construction that has attained adequate strength for that purpose. Construct formwork so that concrete members and structures are of the correct size, shape, alignment, elevation and position.

Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.

Provide shores and struts with positive means of adjustment capable of taking up all formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.

Support form facing materials by structural members spaced sufficiently close to prevent deflection of the form facing material. Fit forms placed in successive units for continuous surfaces to accurate alignment to assure a smooth completed surface, free from irregularities and within the allowable tolerances. Provide camber in formwork as required for anticipated deflections in formwork due to weight and pressure of fresh

concrete and construction loads for long-span members without intermediate supports.

Provide temporary openings in wall forms, column forms and at other locations necessary to permit inspection and facilitate clean-out.

Design formwork to be readily removable without impact, shock or damage to the cast-in-place concrete surfaces and adjacent materials.

Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt all joints and provide backup material at joints as may be required to prevent leakage and fins.

Side forms of footings may be omitted and concrete placed directly-against the neat excavation only when requested by the Contractor and accepted by the Owner. When omission of forms is accepted, provide additional concrete required beyond the minimum design profiles and dimensions of the footings as detailed.

C. Allowable Tolerances: Construct formwork to provide completed concrete surfaces complying with the tolerances specified in ACI 347, Section 2.4, after removal of forms and prior to patching and finishing of cast-in-place formed surfaces.

D. Applicable Publications: The following publication form a part of this specifications to the extent indicated by references thereto:

1. American Concrete Institute (ACI)
2. ACI 347-68 Recommended Practice for Concrete Formwork
3. American Plywood Association (APA)
4. APA Form V 345-72, Plywood for Concrete Forming
5. Product Standards (P.S.)
6. PS 1-66, Softwood Plywood-Construction and industrial
7. PS 20-70, American Softwood Lumber Standard

E. Quality Control: Approvals, except those required for field installations, field applications and field test shall be obtained before custom fabrication is started and before delivery of materials or equipment or the project site. All materials and materials sources shall be approved not less than 30 days prior to their use in the work.

- (a) Certified Laboratory Test Reports: The testing requirement for materials incorporated in referenced documents will be waived

provided the manufacturer submits notarized certificates stating that previously manufactured materials meet testing requirements specified, and that the materials furnished for this project are of the same type, quality, manufacture and make as that tested. Copies of the test reports need not be submitted except as specifically requested by the Owner.

### 1.03 SUBMITTALS

A. Shop Drawings: Shop drawings shall cover all formwork required. They shall show general arrangement of forms, sizes, and grades of lumber, panels and related components. Shop drawings shall indicate schedules of placement, construction, and control joints and their method of forming; locations of inserts, tees, sleeves and other related items. Drawings or descriptions of shoring and rehorng methods proposed for floor and roof slabs, spandrel beams, and other horizontal concrete members shall also be furnished.

B. Sample Panel: Provide formwork for mock-up or sample panels as may be required for the Cast-in-Place concrete work specified in Section 03300. Construct forms using facing materials required to provide the specified finishes and textures. Do not proceed with structure formwork until sample units and forms have been accepted by the Owner.

### 1.04 DELIVERY AND STORAGE

A. On delivery to job site, place materials in area protected from weather. Store materials above ground on framework or blocking and covering providing for adequate air circulation or ventilation. Handle materials to prevent damage.

## PART TWO - PRODUCTS

### 2.01 MATERIALS FOR FORMS

A. Forms shall be of wood, plywood, steel or other suitable material, except on curves, shall be metal, on curves, flexible or curved except as otherwise specified. Forms for concrete pavements, except on curves, shall be metal; on curves, flexible or curved forms on metal or wood may be used. Wood forms, for surfaces exposed to view in the finished structure and requiring a standard finish, shall be tongue-and-groove boards or plywood. For unexposed surfaces, undressed square-edge lumber may be used forms for surfaces requiring special finishes shall be plywood or tongue-and-groove boards, or shall be lined with plywood, a non-absorptive, hard-pressed fiberboard, absorptive-type lining or other suitable material. Tongue-and-groove boards shall be dressed to a uniform thickness, evenly matched, and free from loose knots, hoes, and other effects which would affect the concrete finish. Plywood, other than for lining, shall be concrete-form plywood not less than 5/8-inch thick and shall conform with Department of Commerce Product

standard PS-1. Surfaces of steel forms shall be free from irregularities, dents, and sags.

B. Softwood framing lumber, board less than 1 1/2 inch thick and 2 inch wide used for basic forms and form liners shall be kiln dried. Grade marked by grading rules agency approved by American Lumber Standards Committee. Light framing or studs for board or plywood forms, 2-4 inch width and thickness shall be construction standard grade. Softwood framing lumber shall have smooth board surface.

C. Each panel shall be stamped or branded indicating veneer grades, species, type, and identification. Wood faced plywood for architectural concrete surfaces milled sides and mill-sealed edges of panels, grade A.

## 2.02 FORMS FOR ORNAMENTAL CONCRETE

Forms for ornamental concrete shall be of smooth straight-grained wood, reusable plastic, or plaster waste molds. Wood molds shall be kerfed on the back where necessary to prevent wedging and shall be constructed so that joints will remain tight. Joints shall be staggered and shall be painted where necessary. Plaster waste molds shall be reinforced with fiber and wood frames. Point or patching of waste molds shall be done by a mechanic skilled in such work. Waste molds and the adjacent forms shall be arranged so that the forms can be removed without disturbing the waste mold. The form sheathing shall be fitted neatly to the mold and the joints shall be pointed carefully.

## 2.03 COATING

Before placing the concrete, the contact surfaces of forms shall be coated with a non-staining mineral oil or suitable non-staining form coating compound, or shall be given two coats of nitrocellulose lacquer, except as specified otherwise. Mineral oil shall not be used on forms for surfaces which are to be painted. For surfaces not exposed to view in the finished structure and when the temperature is above 40 degrees Fahrenheit, sheathing may be wetted thoroughly with clean water. All excess coating shall be removed by wiping with cloths. Reused forms shall have the contact surfaces cleaned thoroughly; those which have been coated shall be given an additional application of the coating. Plaster waste molds shall be sized with two coats of thin shellac or lacquer and coated with soft or thinned nonstaining grease.

## 2.04

Permanent steel forms shall be formed of zinc-coated sheet, strip, or coil steel having a minimum yield strength of 95,000 pounds per square inch. The unit design stress of the forming shall, in no case, exceed the minimum yield strength of the steel, divided by 1.65. Zinc-coating on the steel shall conform to class E of specification QQ-S-775. The forming shall be designed in accordance with the requirements of A1S1 manual, "Light Gage Steel Cold-Formed Design Manual", to obtain the indicated structural properties. All necessary closure strips, fillers and welding washers shall be provided with

the forms.

## PART THREE - EXECUTION

### 3.01 GENERAL

Construct forms complying with AC1 347, to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in the finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required on the work. Use selected materials to obtain the required finishes.

Fabricates forms for easy removal without hammering or prying against the concrete surfaces. Provide crush plates where strapping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.

Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent the loss of concrete mortar. Locate temporary openings on forms in as inconspicuous location as possible consistent with requirements of the work.

Where chamfer exposed external corners and edges occur use chamfer strips accurately fabricated to produce uniform smooth lines and tight edge joints. Provide chamfers of wood, metal, or PVC, to form the required corner or edge shapes as shown. Select one material and use throughout entire job.

Carefully form intersecting planes to provide true, clean-out coners.

Provide all openings in forms to accommodate other work, including mechanical and electrical work. Accurately place and securely support all items required to be built into the forms.

3.02 FALSEWORK: Erect falsework and adequately support, brace and maintain it to safely support vertical, lateral and asymmetrical loads applied until such loads can be supported by the in-place concrete structure. Construct falsework so that adjustments can be made for take-up and settlement.

Provide suitable wedges, jacks or camber strips to facilitate vertical adjustments. Carefully inspect falsework and formwork during and after concrete placement operations to determine any abnormal deflection or signs of failure in the work; make necessary adjustments to produce work of the required dimensions.

3.03            FORMS FOR EXPOSED CONCRETE: Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes.

Do not use metal cover plates for patching holes or defects in forms.

Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.

Use extra studs, walers and bracing as required to prevent bowing of forms between studs and to avoid bowed appearance in concrete. Do not use narrow strips of forms material which will produce bow.

Assemble forms so they may be readily removed without damage to exposed concrete surfaces.

Form molding shapes, recesses and projection with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

3.04            FORM TIES: Provide factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.

Unless otherwise shown, provide ties so that the portion remaining within the concrete after removal of the exterior parts is at least 1-1/2" inside from the concrete surface. Unless otherwise shown, provide form ties which will not leave a hole larger than 1" diameter in the concrete surface.

Form ties fabricated on the project site and wire ties are not acceptable.

3.05            CORNER TREATMENT: Form exposed corners of beams and columns to produce square, smooth, solid, unbroken lines, except as otherwise shown. Where chamfered corners occur form chamfers with 3/4" x 3/4" strips, unless otherwise shown, accurately formed and surfaced to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer strips at changes in direction.

Unexposed corners may be formed either square or chamfered.

3.06            PROVISIONS FOR OTHER TRADES: Provide openings in concrete formwork to accommodate work of other trades. Size and location of openings, recesses and chases are the responsibility of the trade requiring such items. Accurately place and securely support items to be built into forms.

3.07            CLEANOUTS, CLEANING AND TIGHTENING: Provide temporary openings

in forms as required to facilitate cleaning and inspection. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is to be placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

3.08 TOLERANCES AND VARIATIONS: The Contractor shall set and maintain concrete forms to ensure that, after removal of the forms and prior to patching and finishing, no portion of the concrete work will exceed any of the tolerances specified. Variations in floor levels shall be measured before removal of supporting shores. The Contractor shall be responsible for variations due to deflection, when the latter results from concrete quality or curing other than that which has been specified. The tolerances specified shall not be exceeded by any portion of any concrete surface; the specified variation for one element of the structure will not be applicable when it will permit another element of the structure will not be applicable when it will permit another element of the structure to exceed its allowable variations.

3.09 PERMANENT STEEL FORMS: Permanent steel forms shall be installed on steel joists by welding using approved welding washers. End laps shall occur over structural supports. Minimum end lap shall be 2 inches. Sheets shall overlap at sides a minimum of one corrugation. Forming shall be secured with a minimum of 25 welds per 100 square feet in a pattern as recommended by the manufacturer.

3.10 PREPARATION OF FORM SURFACES: Coat the contact surfaces of forms with a form-coating compound before reinforcement is placed. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion nor impede the wetting of the form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with the manufacturer's instructions.

Coat steel forms with a non-staining, rust-preventive form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.11 SHORES AND SUPPORTS: Extend shoring from ground to roof for structures 4 stories or less, unless otherwise permitted.

Extend shoring at least 3 floors under floor or roof being placed for structures over 4 stories. Shore floor directly under floor or roof being placed, so that loads from construction above will transfer directly to these shores. Space out shoring in stories below this level in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums if required to ensure the proper distribution of loads throughout the structure.

Perform removal of shores and reshoring in a planned sequence to avoid

damage to partially cured concrete. Locate and provide adequate reshoring to safely support the work.

Remove forms from one girder at a time, and reshore before other supports are removed. After orders are reshores. Forms for one beam and its adjacent slab may be removed and immediately reshored before other supports are removed.

In flat-slab construction, allow shores for area within intersection of middle strips of each panel to remain in place during stripping and reshoring operations. After other shores in each panel are removed, place reshores at midpoints between columns and on column lines before next panel is stripped. Keep reshores in place until the concrete has attained its required 28-day strength and heavy loads due to construction operations have been remove.

### 3.12 REMOVAL OF FORMS

A. General: Form and supports shall remain in place for not less than the following periods of time:

Walls	24 hr
Columns	24 hr
Sides of beams and girders	24 hr
Pan joist forms 3Q in. wide or less	3 days
Over 3Q in. wide	4 days
Arch centers	14 days
Joist, beam, or girder soffits	
Under 10ft. clear span between	
Supports	7 days
Over 20ft. clear span between	
Supports	14 days
Over 20ft. clear span between	
Supports	21 days
Floor slabs under 10ft. clear	
span between supports	4 days
10 to 20ft. clear span between	
Supports	7 days
Over 20ft. clear span between	
Supports	10 days

3.13 RE-USE FORMS: Clean and repair the surfaces of forms that are to be re-used in the work, except that split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form coating compound material to all concrete contact form surfaces as specified for new formwork.

DIVISION 4 MASONRY

## SECTION 04100

### MORTAR

#### PART ONE - GENERAL

##### 1.01 SCOPE

The work under this section includes furnishing all the materials, machinery, equipment, and labor necessary to do all the mortar work.

##### 1.02 QUALITY ASSURANCE

A. Applicable Publication: The following publications of the issues listed below, but referred to thereafter by basic designation only form a part of this specifications to the extent indicated by references thereto:

a. American Society for Testing and Materials

C- 5-68 (1974)	Quickline for Structural Purposes
C- 91-71	Masonry Cement
C- 144-70	Aggregate for Masonry Mortar
C- 150-74	Portland Cement
C- 207-74	Hydrated Lime for Masonry Purposes
C- 270-73	Mortar for Unit Masonry
C- 387-69	Packaged, Dry, Combined Materials for Mortar and Concrete
C- 476-71	Mortar and Grout for Reinforced Masonry
C- 595-74	Blended Hydraulic Cements

b. Uniform Building Code:

UBC 24-23 Field Tests for Grout and Mortar

B. Acceptable Manufacturers

1. Puerto Rico Cement
2. San Juan Cement

C. Mortar to meet requirements of the P.R. Planning Board Building Code.

##### 1.03 SUBMITTALS

###### Certificates

Submit notarized certificates from the manufacturer attesting that the

prepackaged mortar mix conform to all requirements of this specification and of reference documents.

#### 1.04 DELIVERY AND STORAGE

Cement, lime and other cementitious material shall be delivered to the site and store in unbroken fogs, barrels, or other approved containers, plainly marked and labeled with the manufacturer's names and brands. Store and handle the mortar materials in dry watertight sheds or enclosures in a manner which will prevent the inclusion of foreign materials or damage by water or dampness. Store admixtures to prevent contamination or damage from excessive temperature changes. Keep water free of harmful materials.

#### 1.05 INSPECTION

- A. Assure that mortar ingredients are accurately measured.
- B. Verify that mortar is mixed in clean batcher for required time.
- C. Check that specified environmental requirements for mortar are complied with.

### PART TWO - PRODUCTS

#### 2.01 MORTAR

##### A. Materials

- a. Portland Cement shall conform ASTM-C-150 and shall be Type 1.
- b. Hydrated lime shall conform to ASTM-C-207, Type N.
- c. Aggregates shall conform to ASTM-C-144.
- d. Water shall be clean and free of deleterious amount of acids, alkalies or organic materials.
- e. Admixtures

Accelerator shall be calcium chloride maximum 2% by weight of portland cement grout.

Products offered by manufacturers to comply with the requirements include the following:

Embeco: Master Builders  
Ferrolith: Sonneborn

Iron tox: Toch Brothers  
Kemox C: Sitka Chemical  
Vibra-Foil: W.R. Grace

B. Mixes

a. Mortar for unit masonry shall consist of one part portland cement, 1/4 part hydrated lime and 3-1/2 part of damp, loose sand, plus the minimum amount of water necessary to insure mortar workability.

b. Type S- Not more than 1/2 part lime per part of Portland cement.

c. Type N- Not more than (1) part lime per part of portland cement. In lieu of above, Type II masonry cement may be used.

PART THREE - EXECUTION

A. Apply mortar in accordance with sector 04200- Concrete unit masonry.

## SECTION 04220

### CONCRETE UNIT MASONRY

#### PART ONE - GENERAL

##### 1.01 SCOPE

Under this item, the Contractor shall furnish and place all concrete blocks shown on drawings and/or ordered by the Owner.

##### 1.02 QUALITY ASSURANCE

Approvals, except those required for field installations, field applications and field tests, shall be obtained before delivery of materials or equipment to the project site.

###### A. Test and Samples

###### a. Efflorescence Tests

Efflorescence tests shall be made on concrete masonry units, and mortar materials which will be exposed to weathering. Test shall be scheduled far enough in advance of starting masonry work to permit retesting, if necessary.

1. Concrete Masonry Units: Ten unbroken specimens of each type of masonry unit shall be selected in 5 pairs, each pair of similar appearance. One unit of each pair shall be tested by placing it on end in a glass or glazed receptacle in which one inch depth of distilled water is maintained. After being indoors at normal temperatures for 7 days, the masonry unit shall be removed from the water and air dried for 24 hours. Each pair of units shall be removed from the water and if the difference due to efflorescence is noticeable on any of the five samples, when viewed at a distance of 10 feet, the units represented by the samples will be rejected.

2. Mortar: A 3 ounce mortar specimen shall be prepared of each proposed mix, using as little water as possible. While still in a plastic condition and prior to its initial set, each mortar specimen shall be placed in a glass or glazed receptacle, and four ounces of distilled water shall be mixed with the mortar and stirred thoroughly for 5 minutes. The receptacle shall be of such a size that when the mortar specimen and water are combined in solution, and a masonry unit is placed in it, the solution will have a depth of 1/2 to one inch. A masonry unit, which has been tested and found free of efflorescence, shall be placed on end in the solution and the water level maintained at 1/2 to one inch with distilled water. After being indoors at normal temperature for 7 days, the masonry unit shall be removed from the

solution and air dried for 24 hours. The masonry unit shall be compared with an untreated unit, and if the difference due to efflorescence is noticeable, when viewed at a distance of 10 feet, the mortar components shall be tested in separate receptacles, each containing a masonry unit which has been tested and found free of efflorescence. Each mortar component shall be thoroughly mixed 4 ounces of distilled water, using one ounce of each cementitious material and 3 ounces of each aggregate, and the water level shall be maintained at a depth of 1/2 to one inch with distilled water. After 7 days indoors at normal temperatures, the masonry units shall be removed from the solution and observed for efflorescence, as specified hereinbefore, and the component causing efflorescence will be rejected.

B. Sample Panels: Before masonry work is started, sample panels, approved by the Owner, approximately 6 feet long, 4 feet high, and of the proper thickness shall be provided. One faced shall show the workmanship, coursing, bond, thickness, tooling of joints, range of color, texture of the masonry, and the color of the mortar, all as specified or selected. The finished work shall match the approved sample panel.

C. Applicable Publications: The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by references thereto:

a. American Society for Testing and Material (ASTM) Publications:

C- 90-75	Hollow Load-Bearing Concrete Masonry Units
C- 91-71	Masonry Cement
C- 129-75	Hollow Non-Load Bearing Concrete Masonry Units
C- 144-70(1975)	Aggregate for Masonry Mortar
C- 145-75	Solid Load-Bearing Concrete Masonry Units
C- 150-74	Portland Cement
C- 207-74	Hydrated Lime for Masonry Purposes
C- 270-73	Mortar for Unit Masonry

### 1.03 SUBMITTALS

A. Certificates: Furnish manufacturer's certification that masonry units furnished meet or exceed the requirements of this specification.

B. Samples: Submit two full size concrete masonry units of each type, including special shapes required to show range of colors, texture, finishes and dimensions.

C. Selection of Mortar Color: Where colored mortar is indicated, the mortar shall closely approximate the color indicated. Where colored mortar is indicated without a specific color, the Contractor shall submit the manufacturer's standard colors to the Owner for selection.

#### 1.04 DELIVERY AND STORAGE:

Cement, lime and other cementitious materials shall be delivered to the site and stored in unbroken bags, barrels, or other approved containers, plainly marked and labeled with the manufacturer's names and brands. Mortar materials shall be stored in dry, weathertight sheds or enclosures, and shall be store and handle in a manner which will prevent the inclusion of foreign materials and damage by water or dampness. Masonry units shall be handle with care to avoid chipping and breakage. Materials stored on newly constructed floors shall be stacked in such manner that the uniformly distributed loading does not exceed 50 psf. Masonry materials shall be protected from contact with earth and exposure to the weather, and shall be kept dry until used. Protect partially completed masonry against weather, when work is not in progress, by covering top of walls with strong, waterproof nonstaining membrane. Extend membrane at least 2, down both sides of walls and anchor securely in place.

### PART TWO - PRODUCTS

#### 2.01 CONCRETE MASONRY UNITS

Of modular dimensions, and shall be either air, water, or steam cured. Type II units shall be stored at the site before use, a minimum of 28 days for air cured units; 10 days for steam or water cured units; and 3 days for units cured with steam at a pressure of 120 to 150 psi and at a temperature of 350 to 365 degrees F for at least 5 hours. (Surfaces of units which are to be plastered or stuccoed shall be sufficiently rough to provide a suitable bond).

A. Hollow Load-Bearing Units

ASTM C-90; grades N-I or N-II

B. Hollow Non-Load-Bearing Units

Types I or II conforming to ASTM C-129, shall be provided for interior non-load-bearing walls and partitions except that load-bearing units may be provided in lieu of non-load-bearing units.

C. Solid Load-Bearing Units: ASTM C-145, grades S-I or S-II, except that units exposed to weather shall be grades N-I or N-II. Solid units shall be provided as indicated.

D. Special Shapes: Special shapes, such as closures, header units, and jab units shall be provided as necessary to complete the work, and shall conform to the applicable portions of the specifications for the units with which they are used.

#### 2.02 MORTAR AND CONCRETE MASONRY UNIT WORK

ASTM C-270 except that the air content shall not exceed 16 percent when

tested in accordance with ASTM C-91. Mortar for foundation walls, basement walls, and isolated piers shall be type M. Mortar for other work shall be type S. (Where colored mortar is indicated, pigment shall be added to the mortar to obtain the color indicated). All the materials required for the mortar, except aggregate and water, may be combined in a prepackaged mortar mix. Containers of prepackaged mortar mix shall be provided with printed instructions on proportions of water and aggregate to be used and mixing requirements necessary to obtain the type mortar required.

- a. Portland Cement: Type I, conforming to ASTM C-150.
- b. Hydrated Lime: Type S, conforming to ASTM C-207.
- c. Sand: Sand shall conform to ASTM C-144.
- d. Water: Water for mixing shall be portable.

A. Mortar for Concrete Masonry Unit Work: Mortar shall be mixed at the site using materials conforming to ASTM C-270 necessary to obtain type mortar required. Measurement and mixing shall conform to ASTM C-270. (Where colored mortars are required, pigments may be added at the site or be provided as part of prepackaged mortar mix). When prepackaged mortar mixes are used, the mixing shall conform to the printed instructions of the prepackaged mortar mix manufacturer.

B. Mortar for Parging Masonry: Mortar for parging masonry walls below grade shall be mixed in the proportions of one part portland cement, 1/4 part hydrated lime, and 3 parts sand.

C. Grout: ASTM C-476. Fine grout shall be provided in grout spaces less than 2 inches in any horizontal dimension or in which clearance between reinforcing and masonry is less than 3/4 inch. Coarse grout shall be provided in grout spaces 2 inches or greater in all horizontal dimensions and clearance between reinforcing and masonry is not less than 3/4 inch.

D. Mortar Joints: Mortar Joints shall be uniform in thickness, and the average thickness of any three consecutive joints shall be 3/8 to 1/2 inch, unless otherwise specified. "Story poles" or "gage rods" shall be made by the Contractor prior to starting the work. They shall be used prior to starting the work, and shall be used throughout the work. Changes in coursing or bonding after the work is started will not be permitted. Exposed joints shall be tooled slightly concave with a round or other suitable jointer when the mortar is thumbprint hard. The jointer shall be slightly larger than the width of the joint, so that complete contact is made along the edges of the units, compressing and sealing the surface of the joint. Joints in masonry that will not be exposed shall be struck flush. Horizontal joints shall be tooled first. Joints shall be brushed to remove all loose and excess mortar. All horizontal joints shall be level; vertical joints shall be plumb and in alignment from top to bottom of wall within a tolerance of plus or minus 1/2 inch.

E. Horizontal Joint Reinforcement: Fabricated from cold drawn steel wire, conforming to ASTM A82. The wire shall be zinc-coated after fabrication by the hot-dip process in accordance with ASTM A153 (either bright steel, copperclad steel, or zinc-coated after fabrication). Reinforcement shall consist of two or more parallel longitudinal wires, not less than (0.1620) to (0.1875) inch in diameter, weld connected with cross wires, not less than (0.1055) to (0.1350) inch in diameter. (Cross wires shall be crimped to provide an effective moisture drip in wall cavity). The out-to-out spacing of the longitudinal wires shall be 1 1/2 to 1 3/4 inches less than the actual width of the masonry. The distance between welded contact of cross wires with each longitudinal wire shall not exceed 16 inches. Joint reinforcement shall be provided in flat sections, not less than 10 feet in length, except that corner reinforcements and other special shapes may be less in length.

#### 2.04 ANCHORS AND TIES:

Of approved designs, and shall be of copper-clad steel, or non-corrosive metal having the equivalent total strength of steel types. Zinc-coated items shall be coated by the hot-dip process after fabrication. Zinc-coated items shall have a minimum of 1.25 ounces of zinc per square foot of surface when tested in accordance with ASTM A90.

A. Wire Mesh Ties: Wire mesh ties shall consist of wire, not less than 0.0625 inch in diameter, in 1/2 inch mesh, and of suitable width and length.

B. Corrugated Metal Ties: Not less than 7/8 inch wide by approximately 7 inches long, and not lighter than 18 gage.

C. Rigid Steel Anchors: Not less than one inch wide, 1/4 inch thick, and 24 inches long between bent ends. Each end shall be bent down not less than 3 inches into the mortar-filled cells.

D. Anchors Used with Embedded Slots or Inserts: Dovetail type of sheet steel, not lighter than 16 gage and one inch wide, and shall be crimped corrugated, or bent at the end to provide adequate anchorage; anchors for wire inserts shall be of 9 gage wire, looped and closed. Anchors shall be of the proper length for the use intended. Dovetail slots and inserts are specified under another section.

#### 2.05 FASTENING:

Suitable bolts, metal wall plugs, or other approved metal fastenings shall be provided for securing furring to masonry, and elsewhere as necessary.

#### 2.06 REINFORCING STEEL RODS:

ASTM A615

#### 2.07 THROUGH WALL FLASHING:

One of the following types as specified hereinafter (except that flashing indicated to terminate in reglets shall be metal or coated-metal flashing).

A. Coated Copper Flashing: 5 ounce electrolytic copper sheet, uniformly coated with an acid-proof, alkaliproof, elastic bituminous compound. Coating shall be factory applied to a weight of not less than 6 ounces per square foot on each side of sheet.

B. Six-Ounce Copper or Corrosion Resistant Steel Flashing: Flashing shall be provided with factory fabricated deformations that mechanically bond flashing against horizontal movement in all directions. Such deformations shall consists of dimples, diagonal corrugations, or a combination of dimples and transverse corrugations. Copper flashing shall be six ounce weight conforming to QQ-C-576. Corrosion resistant steel shall be 0.006 inch thick conforming to ASTM A 167, sheet or strip, type 301, 302, or 316, with a No. 2D or No. 2 finish sheet and strip respectively.

C. Plastic Flashing: Homogeneous waterproof, impermeable elastomeric sheeting not less than 0.030 inch thick. Sheeting shall have not less than 1,000 pounds per square inch tensile strength nor more than 7 percent tension set a 50 percent elongation when tested in accordance with ASTM D412. Sheeting shall be suitably stabilized to resist exposure without visible deterioration when tested not less than 400 hours in accordance with ASTM D822. The material which has been exposed for not less than 1/2 hour to a temperature of minus 20 degrees F shall show no cracking or flaking when it is bent 180 degrees over a 1/32 inch diameter mandrel and the bent at the same point over the same size mandrel in the opposite direction 360 degrees.

## PART THREE - EXECUTION

### 3.01 GENERAL:

A. Inspection: Examine all parts of the supporting structure and conditions under which the masonry work is to be installed. Do not proceed with the installation of masonry work until unsatisfactory conditions have been corrected. Coordinate work of other sections with the masonry work. Coordinate placement of inserts and flashing reglets which are to be used by the mason for anchoring and flashing of masonry work.

B. Workmanship: Masonry walls shall be carried up level and plumb all around. One section of the walls shall not be carried up in advance of the other, unless specifically approved. Space around metal door frames shall be filled solidly spaces around metal door frames shall be filled solidly with mortar. Masonry units shall be handle with care to avoid chipping, cracking, and spalling of faces and edges. Drilling, cutting, fitting, and patching, to accommodate the work of others, shall be performed by masonry mechanics. Masonry shall be cut with masonry saws in exposed work. Structural steelwork, bolts, anchors, inserts, plugs, ties, lintels, and miscellaneous metal work specified elsewhere shall be placed in position as the work progresses. Chases of approved dimensions for pipes and other purposes shall be provided where indicated or necessary. Tops of

exposed walls and partitions, not being worked on, shall be covered with a waterproof membrane, well secured in place. Unless indicated otherwise, partitions shall extend from the floor to the bottom of the floor or roof construction above. Walls and partitions shall be structurally bonded or anchored to each other and to concrete walls, beams, and columns. Non load bearing partitions and interior walls shall be securely anchored to the construction above, in a manner that provides lateral stability while permitting unrestricted deflection of construction above. Scaffolding shall be inspected regularly, and shall be amply strong, well braced, and securely tied in position. Overloading of scaffolding will not be permitted. Concrete Masonry Unit Lintels and Bond Beams shall be formed of units having the cells filled solidly with grout or concrete, and provided with not less than two No. 5 reinforcing bars, unless indicated otherwise. Reinforcing shall overlap a minimum of 24 bar diameters at splices; bond and control joints. Concrete masonry units used for lintels and bond beams shall be of special shapes, and exposed work shall be of the same material and texture as the adjoining masonry units. Lintels shall be built on the ground and allow to set at least 6 days before moved, and they shall be straight and true and shall have at least 6 inches of bearing at each end.

C. Protection of Work: Protect cells, ledges and offset from mortar drippings or other damage during construction. Remove misplaced mortar or grout immediately. Cover top of walls with non-staining water proof coverings when work is not in progress. Provide minimum 2 feet (610 mm) overhang of protective covering each side of wall and securely anchor. Protect face materials against staining.

### 3.02 MORTAR BEDS:

A. Concrete Masonry Unit Work: The first course of concrete masonry units shall be laid in a full bed of mortar for the full width of the unit; the succeeding courses shall be laid with broken joints. The bed-joints of concrete masonry unit shall be formed by applying the mortar to the entire top surfaces of the inner and outer face shells, and the head joints shall be formed by applying the mortar for a width of about one inch to the ends of the adjoining units laid previously. The mortar for joints shall be smooth, not furrowed, and shall be of such thickness that it will be forced out of the joints as the units are being placed in position. Where anchors, bolts, and ties occur within the cells of the units, such cells shall be filled with mortar or grout as the work progresses. Adjust masonry unit to final position while mortar is soft and plastic. If units are displaced after mortar is soft and plastic. If units are displaced after mortar has stiffened, remove, clean joints and units of mortar and relay with fresh mortar. Adjust shelf angles to keep masonry level and at proper elevation. Provide pressure relieving joints by placing a continuous 1/3 in (8mm) foam neoprene pad under the shelf angle and seal joint with sealant. Where anchors, bolts and ties occur within the cells of the units, such cells shall be filled with mortar or grout over paper stuffing as the work progresses. When joining fresh masonry to set or partially set masonry construction, clean exposed surface of set masonry and remove loose mortar prior to laying fresh masonry.

If necessary to stop off a horizontal run of masonry, rack back one-half block length in each course.

a. Special Concrete Masonry Unit Work: Where exposed concrete masonry unit walls and partitions are indicated in drawings, special concrete masonry unit work shall be provided. Concrete masonry units for this special work shall be selected for uniformity of size, for texture, for true plane, and for undamaged edges and ends of the exposed surfaces. Units shall be placed plumb, parallel, and with properly tooled joints of maximum 3/8 inch thickness. Exposed surfaces shall be kept clean and free from blemishes or defects. The units shall be laid as indicated in pattern bond.

b. Reinforced Concrete Masonry Unit Walls: Reinforced concrete masonry unit walls shall be laid in such a manner as to preserve the unobstructed vertical continuity of cores to be filled. Cross webs adjacent to vertical cores that are to be filled with grout shall be fully embedded in mortar, to prevent leakage of grout. Mortar fins protruding from joints shall be removed before grout is placed; the minimum clear dimensions of vertical cores shall be 2 inches by 3 inches. Reinforcing shall be positioned accurately as indicated. As masonry work progresses, vertical reinforcing shall be rigidly secured in place at vertical intervals not to exceed 160 bar diameters. Horizontal reinforcing shall be embedded in grout as grouting proceeds. The minimum clear distance between masonry and vertical reinforcement shall be not less than 1/2 inch. Unless indicated or specified otherwise, splices shall be formed by lapping bars not less than 20 bar diameters and wire tying them together.

### 3.03 JOINTS:

#### A. Horizontal Joint Reinforcement

a. Welded wire ties reinforcement shall be provided in every course of hollow tile or concrete masonry unit walls of elevator shafts.

b. Reinforcement shall be continuous, except that it shall terminate on each side of control joints. Reinforcement above and below opening shall extend not less than 24 inches beyond each side of opening. Reinforcement shall be provided in the longest available lengths, utilizing the minimum number of splices. Spliced shall overlap not less than 12 inches. Welded "L"-shape assemblies, not less than 12 inches, and "T"-shaped assemblies, not less than 32 by 32 inches, both of the same size members and the same construction as the straight reinforcement, shall be provided at corners and intersections of walls and partitions. Reinforcement shall be embedded in the mortar joints in such manner that all parts will be protected by mortar.

B. Control Joints: Provide control joints where indicated in concrete masonry unit walls, of the sowed type or the built in type, as the case requires. Joints shall occur directly opposite each other on both faces of the wall, and shall be filled an approved

nonstaining elastic calking compound.

#### 3.04 GROUT PLACEMENT:

Grouting shall be performed from the interior side of walls, except as approved otherwise. Sills, ledges, offsets and other surfaces to be left exposed shall be protected from grout droppings; grout falling on such surfaces shall be removed immediately. Grout shall be well stirred before placing to avoid segregation of the aggregate and shall be sufficiently fluid to flow into joints and around reinforcing without leaving voids. Pours shall be kept at 1-1/2 inches below the top of masonry units in top course, except at the finish course. Grout shall be puddled or agitated thoroughly to eliminate voids without displacing masonry from its original position; masonry displaced by grouting operation shall be removed and laid in realignment with fresh mortar.

#### 3.06 BONDING:

Anchor and bond securely masonry walls at points where they intersect and where they abut or adjoin the concrete frame of a building. All anchors shall be completely embedded in mortar.

A. Bond corners and intersections of Load bearing masonry walls in each course with a true masonry bond, except where indicated or specified otherwise.

B. Anchor the intersecting bearing walls which are erected separately with rigid steel anchors spaced not more than 2 feet apart vertically.

C. Tie the intersections of non-load bearing partitions with other walls of partitions with corrugated metal anchors at vertical intervals of not more than 2 feet, or with masonry bonding in alternate courses.

D. Anchor the masonry walls facing or abutting concrete members to the concrete with dovetail or wire type anchors inserted built into the concrete. Anchors shall be spaced not more than 18 inches on centers vertically and not more than 24 inches on centers horizontally.

#### 3.07 BUILT-IN WORK

A. Avoid cutting and patching

B. Install bolts, anchors, nailing blocks, inserts, frames, vents flashing, conduct and other built-in items as masonry work progresses. Solidly grout spaces around built-in items.

C. Provide outside joint around exterior door and window frames and other framed wall openings.

- a. width: 1/4 in. (6mm) to 3/3 in (9mm).
- b. Rake and tool smooth to a uniform depth.

### 3.08 CLEANING

At the completion of the masonry work, holes in exposed masonry shall be pointed, and defective joints shall be cut out and tuck pointed solidly with mortar. Exposed surfaces of exterior and interior brickwork shall be thoroughly wetted with clear water and scrubbed with a solution of not more than 1 part of muriatic acid to 9 parts of water, applied to an area not over 15 to 20 square feet at a time, with a stiff fiber brush. Immediately after cleaning, each area shall be rinsed thoroughly with clear water. Other exposed masonry surfaces shall be cleaned to remove all excess mortar and as necessary to receive finishes specified in other sections. Work which may be damaged, stained, or discolored, shall be protected during the cleaning process; work that is damaged, stained, or discolored shall be restored to its original condition or replaced.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

## SECTION 07951

### SEALANTS AND CAULKING

#### PART ONE - GENERAL

##### 1.01 RELATED DOCUMENTS

The general provisions of the contract, including General and Special Conditions, apply to the work specified in this section.

##### 1.02 DESCRIPTION OF WORK

The extent of each type of sealant and caulking work is shown on the drawings.

The required applications of sealant and caulking include, but are not necessarily limited to, the following general locations:

Flashing reglets and retainers.

Exterior wall joints.

Masonry control joints, exterior and interior.

Flooring joints.

Isolation joints, between structure and other elements.

Joints at penetrations of walls, decks and floor by piping and other services and equipment.

Joints between items of equipment and other construction.

##### 1.03 GENERAL

Obtain elastomeric materials from only manufacturers who will, if required, send a qualified technical representative to project meetings for the temperature and condition of the project at the time of installation.

A. Compressibility: Specified hardnesses and compressibilities are intended to establish requirements for normal or average conditions of installation and use. Wherever a range of hardness or compressibility is available for a product, comply with the manufacturer's recommendations for the specific condition of use, except as otherwise directed.

B. Color: Provide each concealed material in manufacturer's standard color which has the best overall performance characteristics for the application shown. Provide exposed materials in Light Grey except where another color is indicated.

C. Compatibility: Before purchase of the specified sealant, investigate its compatibility with the joint surfaces, joint fillers and other material behind or below the joint

in the construction. Provide only materials (manufacturer's recommended variation of the specified materials) which are known to be fully, compatible with the actual installation condition, as shown by manufacturer's published data or certification.

Provide size and shape of performed sealant units as shown or, if not shown, as recommended by the manufacturer, either in his published data or upon consultation with his technical representative.

#### 1.04 ONE-COMPONENT ELASTOMERIC SEALANT

One-Component Polysulfide Sealant: Polysulfide based, one-part elastomeric sealant, complying with FS TT-S-00230 Class A, Type 2 (non-sag) unless Type 1 is recommended by manufacturer for the application shown.

Provide compound bearing the Thiokol Chemical Corp. seal of approval. Products offered by manufacturers to comply with the requirements include the following:

Ultratite 102; Cost Pro Seal  
Flexiseal 900 Series; DAP, Inc.  
Hornflex One-Component; W.R. Grace  
Novacalk - 600; Novagard Corp.  
Uniparseal; Parr Paint & Sealants  
Rubber Calk 5000; Products Research & Chemical  
Sonolastic 1-Part; Sonneborn  
Thiotok Sealant R.M.; Toch Brothers

Acid-Type Products offered by manufacturers to comply with the requirements include the following:

781 Building Sealant; Dow Corning:

A partially-vulcanized, self-adhesive, non-staining, elastomeric butyl rubber tape recommended by the manufacturer for waterproof construction when compressed 35% in dynamically-moving joints; not less than 98% solids; no deterioration after 3000 hour test in Atlas Weatherometer.

Products offered by manufacturers to comply with the requirements include the following:

Betaseal 650 Tape; Essex Chemical  
Duraribbon 1072; PPG Industries  
176 Strucsureglaze; Presstite Interchem  
PTI 606; Protective treatments

## 1.06 MISCELLANEOUS MATERIALS

A. Joint Cleaner: Provide the type of joint cleaning compound recommended by the sealant or calking compound manufacturer for the joint surfaces to be cleaned.

B. Joint Primer/Sealer: Provide the type of joint primer/sealer recommended by the sealant manufacturer for the joint surfaces to be primed or sealed.

C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the sealant manufacturer to be applied to sealant contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.

D. Sealant Backer Rod: Compressible rod stock of polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by the sealant manufacturer; to control the joint depth for sealant placement, to break bond of sealant at bottom of joint, to form optimum shape of sealant bead on back side, and to provide a highly compressible backer which will minimize the possibility of sealant extrusion when joint is compressed.

## 1.07 JOINT SURFACE PREPARATION

Clean joint surfaces immediately before installation of sealant or calking compound. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealant or calking compound. For elastomeric sealants, do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating unless a laboratory test for durability (bond-cohesion), in compliance with paragraph 4, 3, 9 of FS TT-S-00227 has successfully demonstrated that sealant bond is not impaired by the coating or treatment. If laboratory test has not been performed, or shows bond interference, remove coating or treatment from joint surfaces before installing sealant.

Each concrete and masonry joint surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Each with 5% solution of muriatic acid; neutralize with diluted ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.

Roughen joint surfaces on vitreous coated and similar non-porous materials, wherever sealant manufacturer's data indicated lower bond strength than for porous surfaces. Rub with fine abrasive cloth or wool to produce a dull sheen.

The installer must examine the joint surfaces, backing, and anchorage of units forming sealant rabbet, and the conditions under which the sealant work is to be performed, and notify the Contractor in writing of any conditions detrimental to the proper

and timely completion of the work. Do not proceed with the sealant work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

#### 1.08 SAMPLE INSTALLATION

Prepare a mock-up installation of every major type and use of sealant shown and specified. Install sealant between materials matching those used on the project, complying with conditions similar in every way to anticipated project conditions. Prepare mock-up well in advance of scheduled installation, so that nominal cure-time is allowed and final color adjustments can be made, if necessary.

#### 1.09 PRE-INSTALLATION MEETING:

At Contractor's direction, the sealant installer, Architect, sealant manufacturer's technical representative, and other trades involved in coordination with sealant work shall meet with the Contractor at the project site to review the procedures and time scheduled proposed for installation of sealants in coordination with other work. Review every major sealant application required on the project.

#### 1.10 WEATHER CONDITIONS:

Do not proceed with installation of liquid sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength. Wherever joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in the lower third of manufacturer's recommended installation temperature range, so that sealant will not be subjected to excessive elongation and bond stress at extremely low temperatures. Coordinate time schedule with Contractor to avoid delay of project.

#### 1.11 INSTALLATION:

Comply with sealant manufacturer's printed instructions except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.

Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.

Install bond breaker tape wherever shown and wherever required by

manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form a slight cave, so that joint will not trap moisture and dirt.

Install sealants to depths as shown or, if not shown, as recommended by the sealant manufacturer but within the following general limitations:

1. For joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but not more than 1/2" deep or less than 1/4" deep.
3. For joints sealed with non-elastomeric sealants and calking compounds, fill joints to a depth in the range of 75% to 125% of joint width.

A. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either the primer/sealer of the sealant/calcing compound.

Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage. Do not damage the adjoining surfaces or finishes.

B. Polysulfide Sealant Installation: Comply with standards issued by Thiokol Chemical Corp., except where more stringent requirements have been shown or specified,, or issued as recommendations by the sealant manufacturer.

## 1.12 CURE AND PROTECTION

Cure sealants and calking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength and surface durability.

The installer shall advise the Contractor of procedures required for the protection of sealants and calking compounds during the construction period, so that they

will be without, deterioration or damage (other than normal weathering) at the time or Owner's acceptance.

### 1.13 TESTS FOR PERFORMANCE

After nominal cure of exterior joint sealants which are exposed to the weather test for water leaks. Flood the joint exposure with water directed from a 3/4" garden hose held perpendicular to wall face, 2'-0" from joint, connected to a water system with 30 psi minimum normal water pressure. Move stream of water along joint at an approximate rate of 20 ft. per min.

Test approximately 5% of total joint system, in locations which are typical of every joint condition, and which can be inspected easily for leakage on opposite face. Conduct test in the presence of the Architect, who will determine the actual percentage of joints to be tested and the actual period of exposure to water from the hose, based upon the extend of observed leakage, or lack thereof. Repair sealant installation at leaks or, if leakage is excessive, replace sealant installation as directed.

Wherever nature of observed leakage indicates the possibility of inadequate joint bond strength, owner may direct that additional testing be performed at a time when joints have been fully cured, followed by natural exposure through both extreme temperatures and returned to the lowest range of temperature in which it is feasible to conduct testing. Repair or replace work as required.

### 1.14 SUBMITTALS

A. Manufacturer's Data, Sealants and Calking: Submit 2 copies of manufacturer's specifications, recommendations and installation instructions for each type or sealant, calking compound and associate miscellaneous material required. Include manufacturer's published data, or letter of certification, or certified test laboratory report indicating that each material complies with the requirements and is intended generally for the applications shown. Show by transmittal that one copy of each recommendation and installation has been distributed to the Installer.

B. Samples, Sealants and Calking: Submit 3, 12" long samples of each color required (except black) for each type of sealant or calking compound exposed to view. Install sample between 2 strips of material similar to or representative of typical surfaces where sealant or compound will be used, held apart to represent typical joint widths.

C. Guarantee, Sealants: Submit 2 copies of written guarantee agreeing to repair or replace sealants which fail to perform as air-tight and water-tight joints; or fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance, or general durability; or appear to deteriorate in any other manner not clearly specified as an inherent quality of the material by submitted manufacturer's data. Provide guarantee for a period of 1 year, signed by the Installer and Contractor.

DIVISION 9 FINISHES

**SECTION 09180**  
**CEMENT PLASTER**

**PART ONE - GENERAL**

**1.01 SCOPE**

The extent of the portland cement plaster work is shown on the drawings.

**1.02 WARM WEATHER REQUIREMENTS**

Protect plaster against uneven and excessive evaporation and from strong blasts of dry air, both natural or artificial. Apply and cure plaster as required by climatic and job conditions to prevent rapid dryout. Provide suitable coverings, moist curing, barriers to deflect sunlight and wind, or combinations of these, as required.

**1.03 VENTILATION REQUIREMENTS**

Provide natural or mechanical means of ventilation to properly dry interior plaster during and after application.

**1.04 SAMPLE INSTALLATION**

Prior to installation of plaster work, plaster, sample section of each type of plaster required for approval of the Owner. Demonstrate the proposed range of texture, workmanship, and color if required, to be expected in the complete work.

**1.05 DELIVERY AND STORAGE OF MATERIALS**

Except for sand and water, deliver materials to the site in sealed containers or bags fully identified with manufacturer's name, brand, type and grade. Store materials in a dry, well-ventilated space, under cover, off the ground and away from surfaces subject to dampness or condensation.

**PART TWO - PRODUCT**

**2.01 MATERIALS**

- A. Bonding Compound: ASTM C 631 of FS MMM - B 350 or MIL Spec. - 19235.

For exterior use, provide bonding compound which is not affected by moisture on surface or present in plaster base and suitable for temperature conditions at application time.

- B. Aggregate: Natural or manufactured sand, complying with ASTM C 144,

except graded within the following limits (expressed as the minimum and maximum percentage retained by weight on U.S. Standard Sieves, plus or minus 2%); No. 4 Sieve 0%, No. 8 Sieve - 0 to 16%, No. 16 Sieve - 10 to 40%, No. 30 Sieve - 30 to 65%, No. 50 Sieve -95 to 100%.

C. Portland Cement: ASTM C 150, Type 1 color gray unless otherwise called for by the finish schedule.

## PART THREE - EXECUTION

### 3.01 INSTALLATION

#### A. General Requirements:

- a. Contractor must examine all surface which are to receive plaster and all grounds and other which act as grounds or screeds, and shall notify the Owner in writing, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the plaster work until unsatisfactory conditions have been corrected in a manner acceptable to the Owner.
- b. Protect continuous work from rusting or soiling as a result of plastering operations.
- c. Mix materials for a minimum of 2 minutes or until all ingredients present a uniform color in the mixer. Use the minimum amount of water required to produce plaster of a workable consistency. Use only clean water, free from impurities which might impair the plaster work.
- d. Hand apply plaster to the specified thickness. Machine application of plaster will not be allowed, except where sprayed-on-plaster is specified.
- e. Apply plaster to an entire wall or ceiling panel with interruptions occurring only at junctions of plaster planes or at openings or expansion and control joints (if any). Where the distance between such natural interruptions exceeds 20' in either direction, plaster application may be interrupted when the practical application limits is exceed.
- f. Where plaster abuts frames or other items of metal or wood which act as plaster ground, and plaster is not terminated by a casing bead, tool edge of plaster to produce a small uniform "v" joint.
- g. Plaster work shall be finished level, plumb, square, and true, within a tolerance of 1/8-inch in 10 feet, without waves, cracks, blisters, pits, crazing, discoloration, projections, or other imperfections. Plaster work shall be formed carefully around angles and contours, and well up to screeds.

Special care shall be taken to prevent sagging. There shall be no visible junction marks in finish coat where one day's work adjoins another. Finished work shall be covered and protected in an approved manner to prevent damage.

Plaster Proportions: (By Volume)

Sand	5 3/4	parts
Lime	1	part
Cement	1 1/3	parts

- h. Hair of fiber may be used in the mix for the first (scratch) basecoat applied to metal lath. Do not use more than one pound of hair or fiber per bag of cementations material. Use goat, cattle or deer hair or pure manila fiber, 1/2" to 2" long, free from grease, oil dirt and other impurities.
  - i. Accurately measure ingredients, including water, using measuring devices of known volume. Do not use shovel or water buckets as measuring devices. Proportion successive batches alike.
  - j. Place coat within a maximum of 2 1/2 hours after mixing, except during hot, dry weather, reduce maximum placing time as required to prevent premature stiffening of plaster.
- B. Plaster Over Metal Lath:
- a. Apply 3 - coat plaster over all metal lath, with or without solid backing. Apply first (scratch) coat not less than 1/2" thick and second (brown) basecoat not less than 1/2" thick and second (brown) basecoat not less than 1/4" thick.
  - b. Measure thickness of plaster from back plane of metal lath (exclusive of ribs of dimples), except if metal lath is applied over solid base, measure from face of solid backing.
  - c. Apply first basecoat with sufficient material and pressure to form full keys through metal lath and to embed lath with sufficient plaster coverage. After first coat is firm, scratch (score) in one direction only, to provide mechanical bond for second coat. On vertical surfaces, scratch in horizontal direction.
  - d. Apply second basecoat with sufficient material and pressure to ensure tight contact with first basecoat. Bring surface to a true, even plane rod ding and float to a uniformly rough surface. Fill defects and scratches with plaster.
  - e. After the second coat has been allowed to dry slowly for 24 hours, the finish coat shall be applied to a thickness of not less than 1/8" thick, with a sand float finish.

C. Plaster over Concrete or Masonry

- a. Surface shall be free of loose or deteriorated areas, clean and free of dust, loose particles, and foreign matter.
- b. Apply bonding agent to concrete surface prior to application of plaster, in accordance with manufacturer's instructions, or as indicated drawings.
- c. Apply plaster in a single coat not less than 3/8" thick, rod to a true, smooth surface and float to an even sand finish.

D. Moisture Retention Requirements

- a. Dampen bases, if required, for proper suction. Do not saturate bases and do not apply plaster until visible surface water disappears.
- b. Dampen previous plaster coats which have dried out prior to time for applications of next coat. Dampen with water as required for uniform suction.
- c. The Contractor is responsible for determining the most effective procedure for curing and time lapse between effective procedure for curing and time lapse between application of coats based on climatic and job conditions. Plaster which is cracked or crazed due to improper timing and curing will not be accepted. Remove and replace unacceptable plaster including plaster base materials, if damaged during removal of defective plaster.

3.02 CUTTING AND PATCHING

- a. Cut, patch, repair, and point up plaster as required and as directed by the Owner. Repair cracks and indented surfaces by moistening plaster and filling with new material troweled or tamped flush with adjoining surfaces. Point up finish plaster surfaces around items which are built into or penetrate plaster surfaces.

3.03 CLEANING AND PROTECTION

- a. Make provisions to minimize spattering of plaster on other work. Promptly remove plaster from door frames, windows and other surfaces which are not to be plastered. Repair floors, walls and other surfaces which have been stained, marred or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers and equipment and clean floors of all plaster debris.
- b. Contractor shall be aware of requirements for protection of plaster from deterioration and damage until time of acceptance of the work.

## SECTION 09311

### GLAZED WALL TILE & CERAMIC MOSAIC TILE

#### PART ONE - GENERAL

##### 1.01 RELATED DOCUMENTS

The general provisions of the contract, including General and Special Conditions apply to the work specified in this section.

##### 1.02 DESCRIPTION OF WORK

The extent of glazed wall tile and ceramic mosaic tile work is shown on the drawings and in schedules.

##### 1.03 QUALITY ASSURANCE

A. Manufacturing Standards: Provide tile equal to or exceeding the Standard Grade Requirements of ANSI A 137.1.

When using setting and grouting materials manufactured under TCA license, provide identification and formula number on each container.

Provide materials obtained from only one source for each type of tile and color to minimize variations in appearance and quality.

##### 1.04 SUBMITTALS

A. Manufacturer's Data: Submit 2 copies of manufacturer's specifications and installation instructions for all materials required, except all materials. Include certifications and other data as may be required to show compliance with these specifications.

B. Samples: Submit, for approval of owner 3 samples of each type and color of tile required; not less than 12" square on plywood or hardboard backing, and grouted as required.

C. Certificates: Provide Manufacturer's Master Grade Certificate stating type and location of each different material.

##### 1.05 PROTECTION

Take all precautions necessary to protect work of other sections from damage. If plaster and mortar mixing is done in the building, provide waterproof protection under mixer, mixing boxes and water barrels. Should soiling or spattering occur, remove with a dry brush before plaster sets.

Deliver, store and handle all materials to prevent inclusion of foreign matter and water and to prevent damage. Until time of use, packaged materials shall be kept in original, unopened containers with seals unbroken and labels intact.

Close off work spaces to traffic and other work for 48 hours after completion of tile work.

Do not allow newly tiled floors to be walked upon or worked on without using knee boards larger than 4 square feet.

Protect tile work with Kraft paper from damage until acceptance of the project or portion of the project in which tile work is located.

#### 1.06 JOB CONDITIONS

Installer must examine the substrate and the conditions under which tile is to be installed. Notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

Surfaces to be tiled shall be plumb, dry, clean, free of oily and waxy films.

Install hangers, bucks, electrical and mechanical work, which are to be in or behind tile, and complete plastered ceilings before tile installation.

#### 1.07 MATERIALS

A. Glazed Wall Tile: Use "Standard Grade" units complying with ANSI A 137.1. Size, color and pattern shall be as shown on the drawings or as selected by the Owner provide cushion edge units. Tile shall have a glazed finish.

B. Trim and Special Shapes: Provide out and in angles, bullnoses, covers and trim shapes at head, jamb and sills of opening, of same material and finish as glazed wall tile.

C. Ceramic Mosaic Tile: Use "Standard Grade" units, complying with ANSI A 137.1. Size, color and pattern shall be as shown on the drawings or as selected by the owner finish shall be unglazed. Provide cushion edge units and factory mount tile onto sheets with mesh, dot, net, or other backing method.

D. Cement:

Portland Cement, ASTM C 150, Type I. Use white cement for grouting.

Lime for Scratch Coat:

Hydrated, ASTM C 206, Type S.

Lime for Tile Work:

Hydrated, ASTM C 207, Type S.

Sand for Scratch Coat:

ASTM C 33, natural or manufactured sand, well graded from coarse to fine.

Sand for Tile:

ASTM C 144, washed clean and graded. For grout, use white sand passing a #16 sieve.

Water:

Potable non-saline.

1.08 MORTAR AND GROUT

A. The Contractor has the option of using any of the following materials as long as he complies with the requirements set forth here.

B. Portland Cement Mortar for Setting Ceramic Floor Tile: Comply with ANSI A 108.1 and A 108.2 1 part portland cement and 6 parts dry sand (by volume). Use enough water so that when mortar surface is stroke with a trowel, surfaces assumes a smooth, slackened appearance.

C. Portland Cement Mortar for Setting Wall Tile: One (1) part of cement, one half (1/2) of one part of lime, and five (5) parts of sand (by volume). Use the necessary amount of water.

D. Portland Cement Mortar for Scratch Coat: One (1) part of cement, one fifth (1/5) of one part of lime, and five (5) parts of sand (by volume). Use the necessary amount of water.

E. Dry-Set Mortar: Presanded portland cement and additives complying with ANSI A 118.1. Provide TCA Formula 763 for glazed wall tile and TCA Formula 759 for ceramic mosaic tile installations, as required.

F. Latex-Portland Cement Mortar: Latex modified portland cement thin-set mortar complying with ANSI A 118.4.

G. Portland Cement Grout: One (1) part white portland cement to 1 part fine

graded sand.

H. Commercial Cement Grout: Proprietary compound of portland cement and additives, factory-blended to decrease shrinkage and increase moisture resistance.

Products offered by manufacturers to comply with the requirements for modified portland cement grout include the following:

Hydroment Ceramic Tile Grout: The Upco Co.

L & M Acid - R, Grout; L & M - Surco Co.

I. Dry Set Grout: Proprietary compound composed of portland cement and additives formulated for the type of tile installed.

Products offered by manufacturers to comply with the requirements for dry-set grout include the following:

Tile-Mate Grout; The Upco Co.

Dry Cure; L & M-Surco Co.

J. Latex Portland Cement Grout: Proprietary composed of portland cement with latex additive for a more flexible and less permeable grout. Manufacturers offering products to comply with the requirement for latex grout include the following:

Flexible Grout Additive; L & M-Surco Company.

## 1.09 INSTALLATION

A. General: Comply with the ANSI standard installation specifications A 108.1 through A 108.7 and the Tiel Council of America "Handbook for Ceramic Tile Installation", except as otherwise specified.

Mortar Set Glazed Wall Tile: ANSI A 108.1.

Portland Cement Mortar Set Ceramic Mosaic Tile: ANSI A 108.2.

Dry-Set Portland Cement Mortar Wall and Floor Tile: ANSI A 108.5.

Organic Adhesive Set Wall Tile: ANSI A 108.4.

Handle, store, mix and apply proprietary setting and grouting materials in compliance with the manufacturer's instructions.

Extend tile work into recesses and under equipment and fixtures, to form a complete covering without interruptions, except as otherwise shown. Terminate work neatly at obstructions, edges and corners without disruption of pattern of joint alignment.

Cut and drill tile and trim shapes accurately without damage. Rub all exposed cut edges smooth with abrasive stone.

Grind and fit tile carefully at intersection, against trim finish and at built in fixtures and accessories. Fit tile accurately around outlets, pipes, fixtures and fittings so that plates, escutcheons and collars will overlap cuts.

Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are the same size. Layout tile work and center tile fields both directions in each space or on each wall area so that no tile is less than one-half size. Adjust to minimize tile cutting. Provide uniform joint widths.

Cleaning: Clean grout and setting materials from face of tile while materials are workable. Leave tile face clean and free of all foreign matter.

Unglazed tile may be cleaned with acid solutions only when permitted by the tile and grout manufacturer's printed instructions, but not sooner than 10 days after installation.

Leave finished installation clean and free of cracked, chipped, broken, unbounded, or otherwise defective tile work.

## SECTION 09660

### RESILIENT TILE FLOORING

#### PART ONE - GENERAL

A. Related Documents: The general provisions of the Contract, including General and Special Conditions apply to the work specified in this section.

B. Description of work: The extent of resilient flooring and accessories is shown on the drawings and in schedules.

C. Quality Assurance: Wherever possible, provide resilient flooring and accessories produced by a single manufacturer.

D. Submittals: Manufacturer's Data: Submit 2 copies of manufacturer's specifications and installation instructions for each type of resilient flooring and accessory required.

Samples: Submit 3 sets of samples of each type, color and finish of resilient flooring and accessory required. Provide 9" square samples of flooring and 6" long sample of accessory. Include full range of flooring color and pattern variation.

Maintenance Instructions: Submit 2 copies of manufacturer's written instructions for recommended maintenance practices for each type of resilient flooring and accessories.

E. Colors and Patterns: Provide colors and patterns as shown or scheduled, or as selected by Architect from manufacturer's standards.

F. Materials: Provide tile, base & edge strips of the types shown on drawings.

Asphalt Tile: 9" x 9", 1/8" gage, FS SS-T-312, Type I

Rubber Tile: 9" x 9", FS SS-T-312, Type II

Vinyl Tile: 12" x 12", 1/8" gage, FS SS-T-312, Type III

Vinyl Asbestos Tile: 12" x 12", 1/8" gage, FS SS-T-312, Type IV

Resilient Base: Provide 4" high, 1/8" gage, top-set cove base complying with FS SS-W-40, Type I for vinyl base and Type II for rubber base, with matching end stops and preformed or molded corner units. Base shall be either vinyl or rubber as shown on drawings.

Resilient Edge Strips: 1/8" thick, homogeneous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Architect from standard

colors available; not less than 1" wide.

**Metal Edge Strips:** Provide butt type edge strips of extruded aluminum with mill finish for concealed anchorage. Strips shall be of width shown and of required thickness to protect exposed edge of resilient flooring. Provide units of maximum available length, to minimize number of joints.

**Adhesives:** Waterproof, stabilized type as recommended by flooring manufacturer. Asphalt emulsions and other nonwaterproof types not acceptable.

**Concrete Slab Primer:** Non-staining type as recommended by flooring manufacturer.

G. **Inspection:** Installer must examine the areas and conditions under which resilient flooring is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

H. **Preparation:** Prior to laying flooring, broom clean or vacuum surfaces to be covered and inspect subfloor. Start of flooring installation will indicate acceptance of subfloor conditions and full responsibility for completed work.

Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

I. **General:** Install flooring after finishing operations, including painting, have been completed. Moisture content of concrete slabs, building air temperature and relative humidity must be within limits recommended by flooring manufacturer.

Where movable partitions are shown, install resilient flooring before partitions are erected.

Place flooring with adhesive cement in strict compliance with manufacturer's recommendations. Butt tightly to vertical surfaces, thresholds, nosing and edgings. Scribe as necessary around obstructions and to produce neat joints, laid tight, even, and straight. Extend flooring into toe spaces, door reveals, and into closets and similar openings. Install flooring on covers for such items as occur within finished floor areas.

Maintain overall continuity of color and pattern with pieces of flooring installed in these covers. Tightly cement edges to perimeter of floor around covers and to covers.

Tightly cement flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections.

**Tile Floors:** Lay tile from center marks established with principal walls,

discounting minor offsets, so that tile at opposite edges of the room are of equal width. Adjust as necessary to avoid use of cut widths less than 3" at room perimeters. Lay tile square to room axis, unless otherwise shown.

Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged. Cut tile neatly to and around all fixtures. Broken, cracked, chipped or deformed tile are not acceptable.

Unless otherwise shown on drawings, lay tile with grain in tile running in the same direction.

Accessories: Apply resilient base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable, with performed units, or fabricated from base material with mitered or coped intersections. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.

Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at all unprotected edges of flooring unless otherwise shown.

Apply butt type metal edge strips where shown on drawings, and prior to resilient flooring. Secure units to substrate with countersunk stainless steel anchors, complying with manufacturer's recommendations.

Cleaning and Protection: Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring from damage by covering.

Finishing: After completion of project and just prior to final inspection of work, thoroughly clean floors and accessories. Apply wax and buff, with type of wax, number of coats and buffing procedures in compliance with flooring manufacturer's instructions.

## **SECTION 09900**

### **PAINTING**

#### **PART ONE - RELATED DOCUMENTS**

A. The general provisions of the contract, including General and Special Conditions apply to the work specified in this section.

#### **PART TWO - DESCRIPTION OF WORK**

B. The extent of painting work is shown on the drawings and schedules, and as herein specified.

This work includes the painting and finishing of all interior and exterior exposed items and surfaces throughout the project, except as herein specified. Surface preparation, priming and coats of paint specified are in addition to shop priming and surface treatment specified under other sections, except as otherwise specified.

The work includes the field painting of all bare and covered pipes (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical work, except as otherwise specified.

The "paint" as used herein means all coating systems materials which includes primers, emulsions, enamels, sealers, and fillers, and other applied materials whether used as prime, intermediate or finish coats.

Paint all exposed surfaces whether or not colors are designated in any scheduled, except where the natural finish of the material is obviously intended and specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select these from standard colors available.

#### **PART THREE - PAINTING NOT INCLUDED**

The following categories of work are not included as part of the painter-applied finish work, or are included in other sections of these specifications, unless otherwise shown or specified.

A. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various sections for structural steel, miscellaneous metal items, hollow metal work, and similar items. Also, for such fabricated components as architectural woodwork, wood casework, and shop fabricated or factory built mechanical and electrical equipment.

B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory finishing is specified for such items as (but not limited to) metal toilet enclosures, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, doors and equipment.

C. Concealed Surfaces: Unless otherwise indicated, painting is not required on wall or ceiling surfaces in concealed areas and inaccessible areas such as foundation spaces, furred areas, pipe spaces, duct shafts, as applicable to this project.

Do not paint copper pipe, zinc-coated pipe and zinc-coated ducts under insulation. Do not paint zinc-coated and copper pipe in concealed spaces.

D. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, except as otherwise specified.

E. Operating Parts and Labels: Do not paint any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.

Do not paint over any code-required labels, such as Underwriters Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

#### PART FOUR - GENERAL

A. Site Conditions: Starting of painting work will be construed as the Applicator's acceptance of the surfaces within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

B. Atmospheric Conditions: Exterior paint shall not be applied when the temperature of the surface is below 45 degrees Fahrenheit or above 95 degrees Fahrenheit unless otherwise directed. Interior paint may be applied at any time, provided the surfaces to be painted are dry and the temperature can be kept above 45 degrees Fahrenheit during the application of ordinary paints, and between 65 degrees Fahrenheit and 95 degrees Fahrenheit during the application of enamels and varnishes. Paint shall not be applied during foggy or rainy weather or when, in the opinion the surfaces are not in proper condition for painting.

C. Delivery and Storage: Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and application instructions thereon.

D. Protection: Protect work of other trades, whether to be painted or not, against damage by the painting and finishing work. Leave all such work undamaged. Correct any damages by cleaning, repairing or replacing, and repainting, as directed.

E. Clean Up: During the progress of the work, remove from the project all discarded paint materials, rubbish, cans and rags.

Upon completion of painting work, clean all paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

F. Colors: Prior to beginning work.

## PART FIVE - MATERIALS

In the following scheduled, the products of the Glidden Company are included as a reference to indicate the type and quality of the finishes required, first line paints of Pittsburgh Place Glass, Mobile Paint Co., Dupont Sharwin-Williams or other approved equal may be used.

Exterior Concrete and Masonry paint-Spread House Paint

Water repellent-Silicone Driwal

Interior concrete and masonry paint-Spread Satin

Interior semi-gloss enamel-Spread Lustra

Wood stain-Glid-Tone Wood Stain

Wood filler-Glid-Tone Wood Filler No. 700

Semi-gloss varnish-Glid Tone Stain-Sheen

Primer for galvanized metal surfaces-Rustmaster galvanized Iron primer No. 5229

Primer for aluminum and ferrous metal surfaces-Speedenamel Metal Primer No. 4570

Gloss enamel for metal surfaces-Speedenamel

Polyurethane paint-Polyurethane Florenamel

Linseed oil, turpentine, putty, etc.-best quality obtainable

## PART SIX - MATERIAL TESTING

The right is reserved to owner to engage the services of a testing laboratory to perform all the necessary tests to verify that the paint submitted for approval by the Contractor complies with the requirements of this specifications.

## PART SEVEN - SURFACE PREPARATION

A. General: Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified.

Remove all hardware, hardware accessories, machined surfaces, plated, lighting fixtures, and similar items in place and not to be finish painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space of area, reinstall the remove items by workmen skilled in the trades involved.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Provide cleaning solvents of low toxicity and a flash point in excess of 100°F. Program the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.

B. Cementitious Materials: Prepare cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition by sponging the affected surfaces with a zinc sulphate solution of 2 lbs. zinc sulphate per gal. of water, or other acceptable where the moisture content exceeds 8%, unless otherwise permitted in the manufacturer's printed directions.

C. Wood: Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off.

Prime, stain, or seal wood required to be job painted immediately upon delivery to job. Prime edges, ends, face, undersides, and backsides of such wood, including cabinets, counters, cases, paneling, etc. Seal tops and bottoms of wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

Scrape and clean small, dry, seasoned knots and apply a thin coat of white

shellac or other approved sealer, before application of the priming coat.

After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand paper smooth when dried.

D. Ferrous Metals: Clean non-galvanized, ferrous surfaces that have not been shop-coated of all oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning, complying with SSPC recommendations.

Touch-Up all shop-applied prime coats which have damaged, or bare areas, where required by other sections of these specifications. Wirebrush, solvent clean, and touch up with the same primer as the shop coat.

## PART EIGHT - MATERIALS PREPARATION

A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.

Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials. Do not stir any film which may form on the surfaces of materials into the material. Remove the film and, if necessary, strain the material before using.

## PART NINE - APPLICATION

A. Apply paint by brush, roller or spray in accordance with the manufacturer's directions. Spray paint uniformly with suitable equipment.

The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried.

Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.

"Exposed surfaces" shall mean areas visible when permanent of built in fixtures, grilles, etc. in place in areas scheduled to be painted.

Paint the back sides of access panels, removable or hinged covers to match the exposed surfaces.

Finish exterior doors on tops, bottoms, and side edges the same as the

exterior faces, unless otherwise indicated.

Send lightly between each succeeding enamel or varnish coat.

B. Prime Coats: Before application of finish coats, apply a prime coat to material which is required to be painted or finished, and which has not been prime coated by others.

Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn through or other defects due to insufficient sealing.

C. Mechanical Applications: Apply each roller coat to provide the equivalent hiding as brush-applied coats.

Use spray application (generally) on wire mesh and similar surfaces where hand brush work would be inferior.

Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double back with spray equipment for the purpose of building up film thickness of 2 coats in one pass.

D. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

E. Dry Mill Thickness: Contractor shall comply with the recommended dry mill thickness for each coat of each type of paint according to manufacturer's recommendations. All coats shall be dry before applying the second coat.

Applications shall be double check by Architect or Supervisor and Manufacturer Representative.

## PART TEN - SUBMITTALS

A. Manufacturer's Data: Submit 2 copies of manufacturer's specifications, including paint label analysis and application instructions for each material specified.

List each material and cross reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification. No printing work shall be done until this schedule has been finally approved.

B. Samples: On 12" x 12" hardboard, provide 2 samples of each color and material, with texture to simulate actual conditions. Resubmit each sample as requested until required shenn, color, and texture is achieved.

On actual wood surfaces, provide 2,4" x 8" samples of each finish as required. Label and identify each as to location and application.

#### PART ELEVEN - SURFACES TO BE PAINTED

The exact locations and limits of the surfaces requiring the various type of finishes shall be as established in the color scheduled. The paint required for the various types of surfaces shall be as follows:

- a. Exterior concrete, masonry or plastered surfaces, except as otherwise noted.

Two (2) coats exterior concrete and masonry paint.

- b. Exterior exposed concrete surfaces, except as otherwise noted.

Two (2) coats of water repellent finish.

- c. Interior concrete, masonry or plastered surfaces, except where indicated to receive an enamel finish.

Two (2) coats interior concrete and masonry paint.

- d. Interior concrete, masonry or plastered surfaces, indicated to received enamel finish.

First coat - enamel undercoater as recommended by manufacturer.

Second and third coats - Semi-gloss enamel.

- e. Interior woodwork (enamel finish).

First coat - enamel undercoater as recommended by the manufacturer.

Second and third coats - Semi-gloss enamel.

- f. Interior woodwork (natural finish).

First coat - Stain if required.

Second coat - Filler tinted to match stain if required by species of wood.

Third and fourth coats - Semi-gloss varnish.

Miscellaneous metal items which are specified under other sections to receive finishes as specified under this section or for which finishes are not specified under other sections.

# Sikagard 7600

## Engineering Detail

### Catalogue

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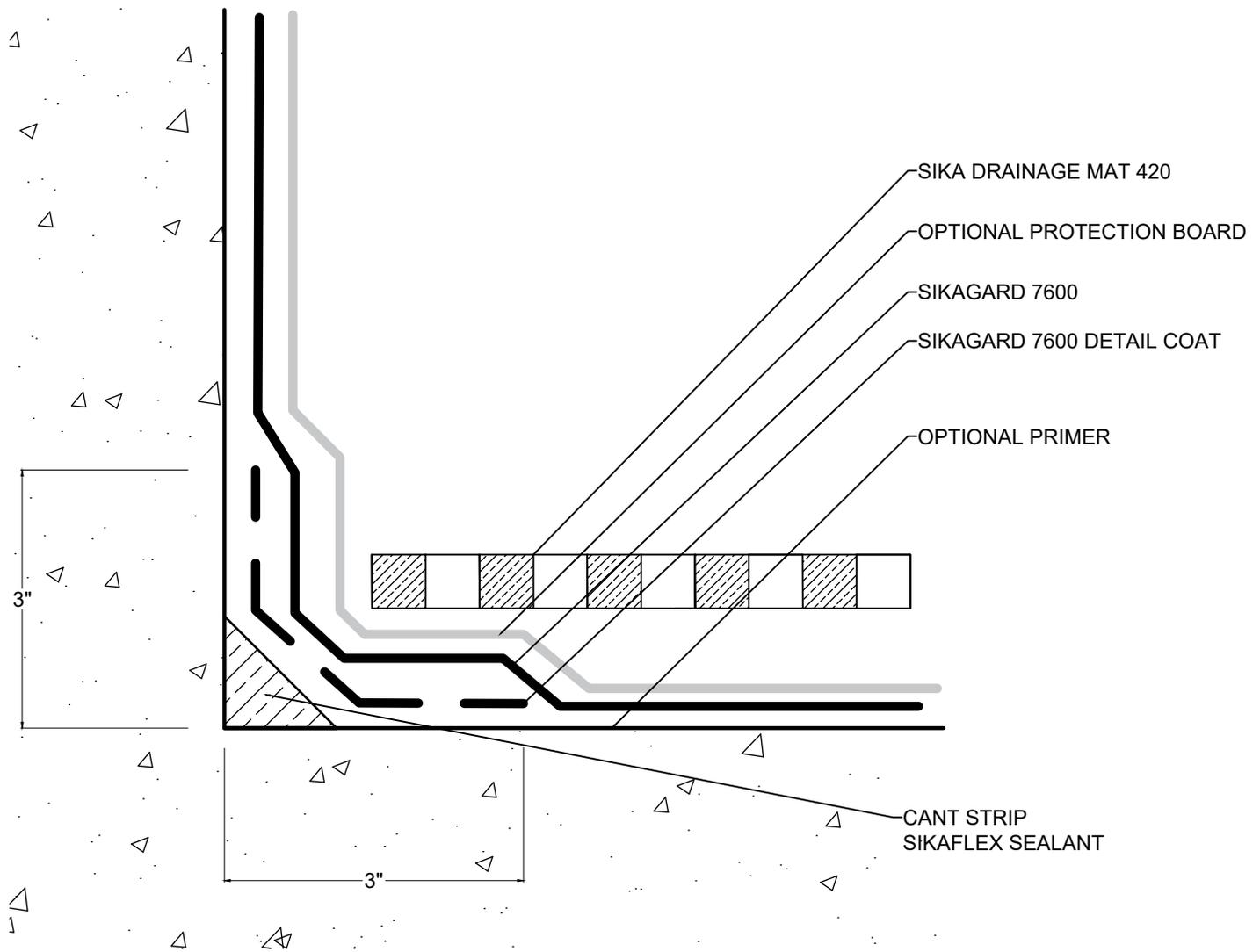


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## Notes:

1. Use Sikaflex 1A or Sikaflex 11FC to adhere protection board to Sikagard 7600 before backfilling.



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



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JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 TYPICAL INSIDE CORNER**

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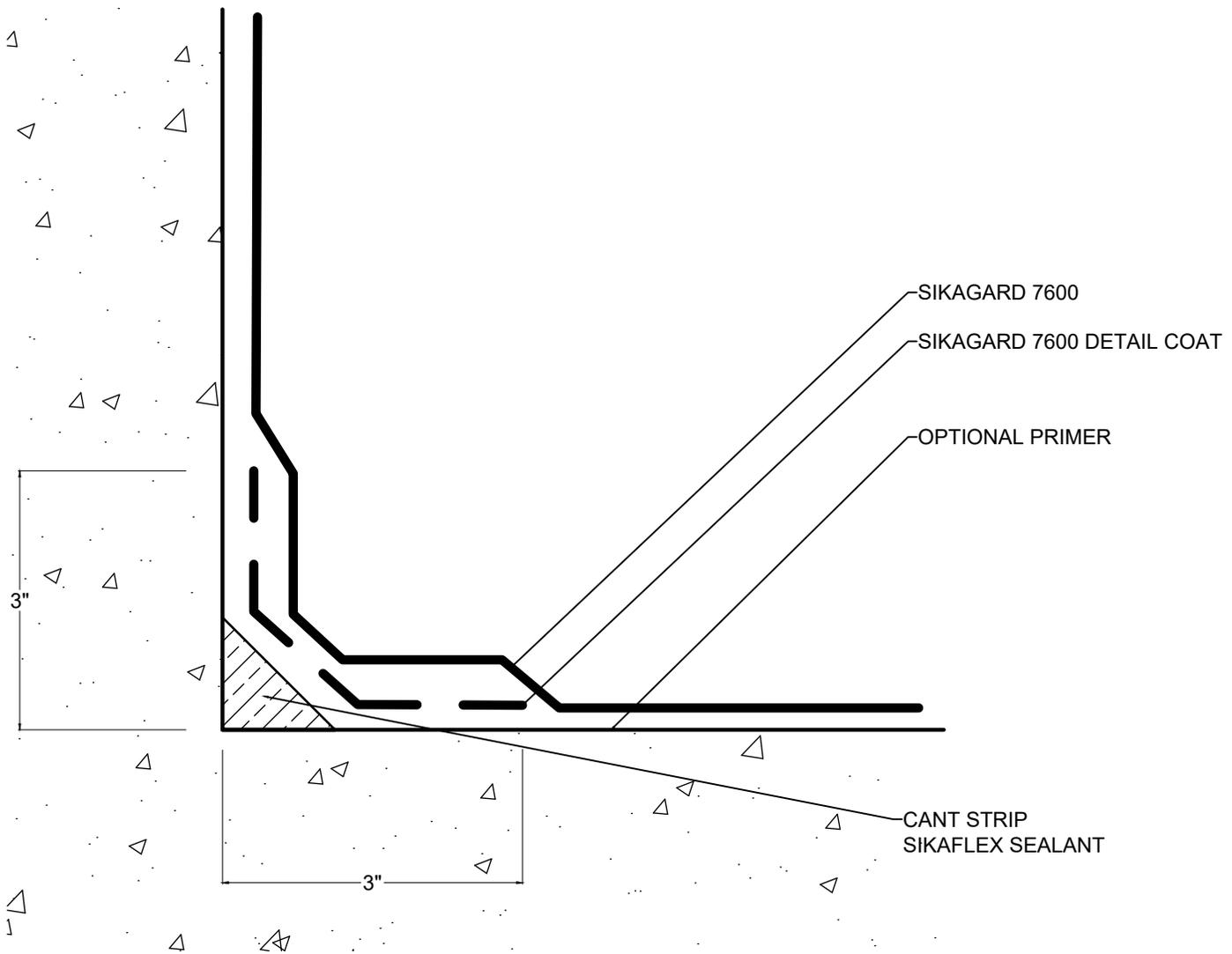
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SIKAGARD 7600 TYPICAL INSIDE CORNER

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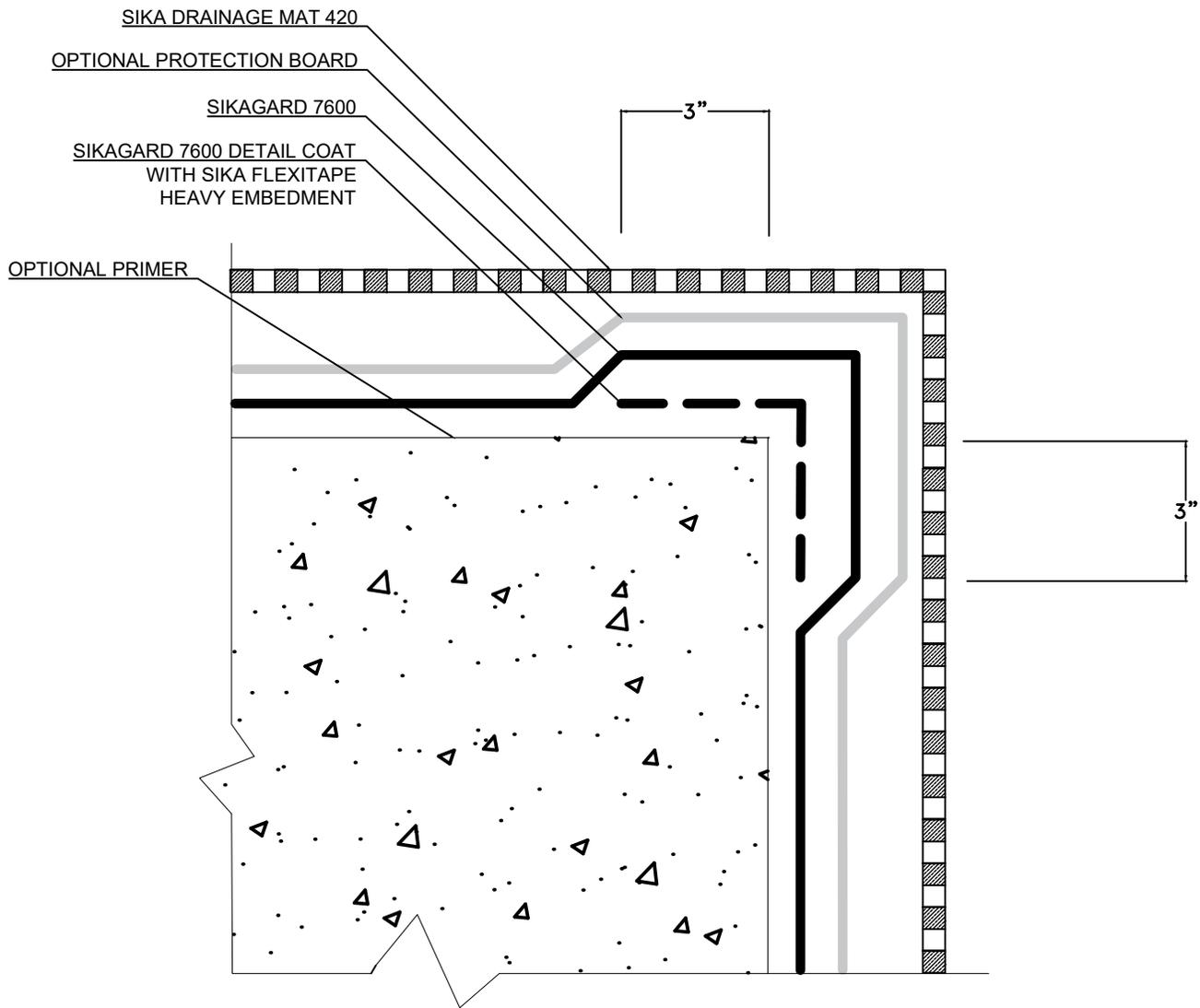
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Sikagard 7600 Typical Outside Corner

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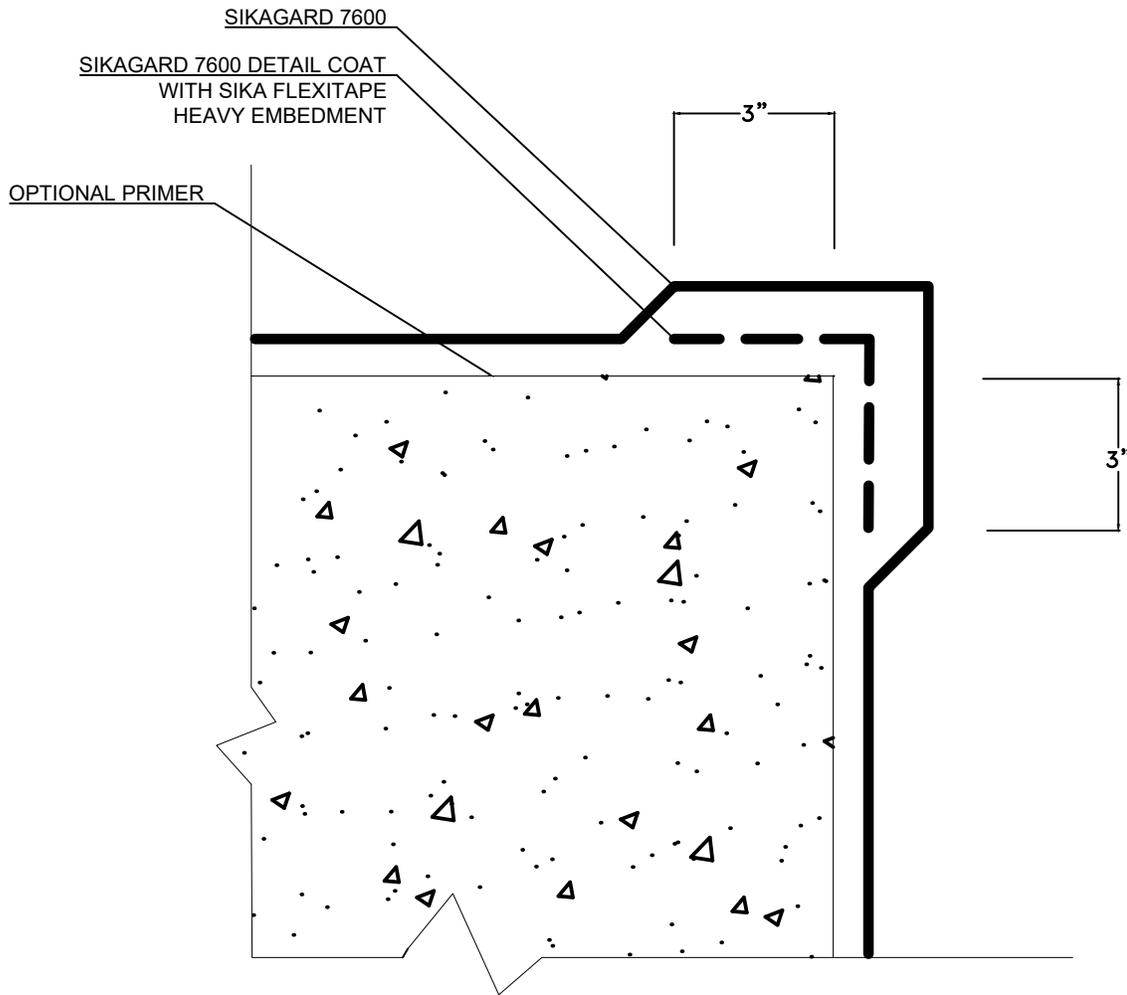
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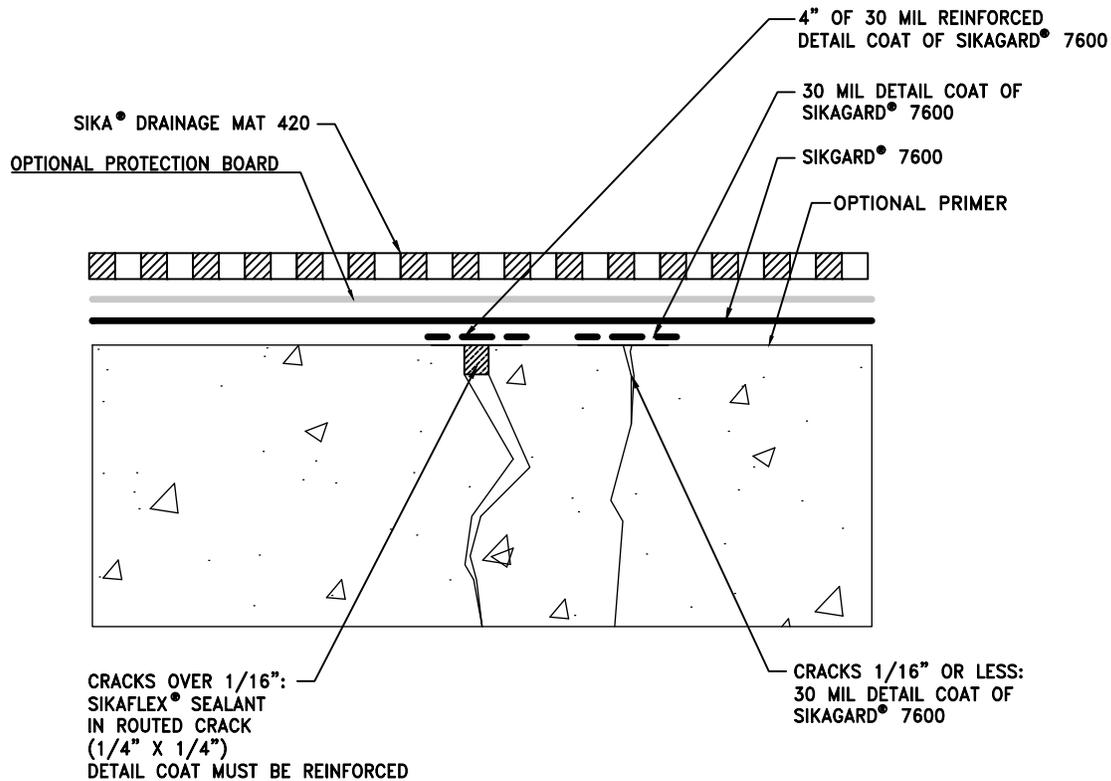
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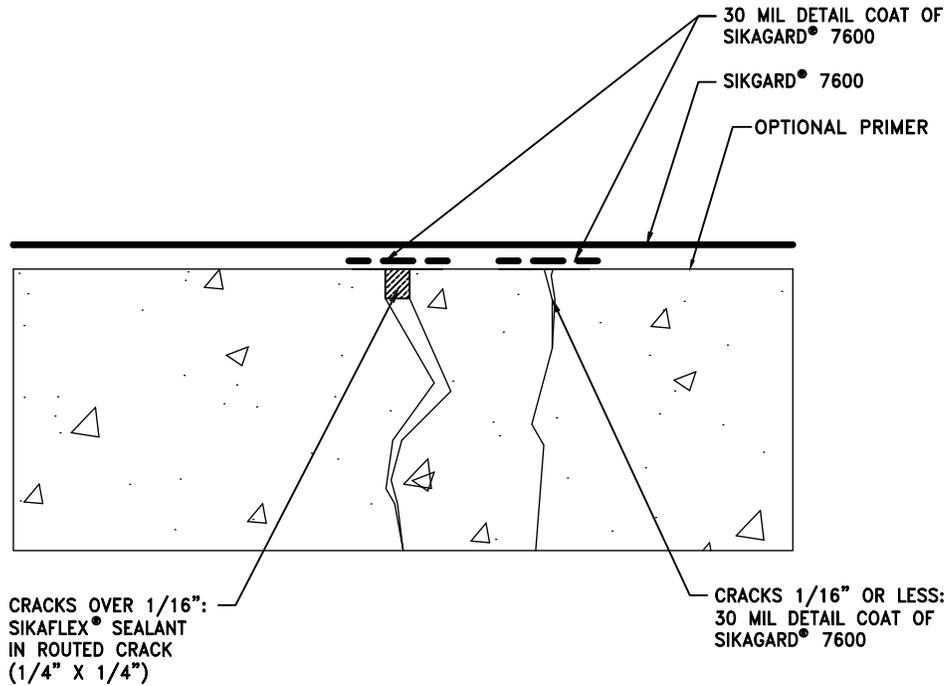
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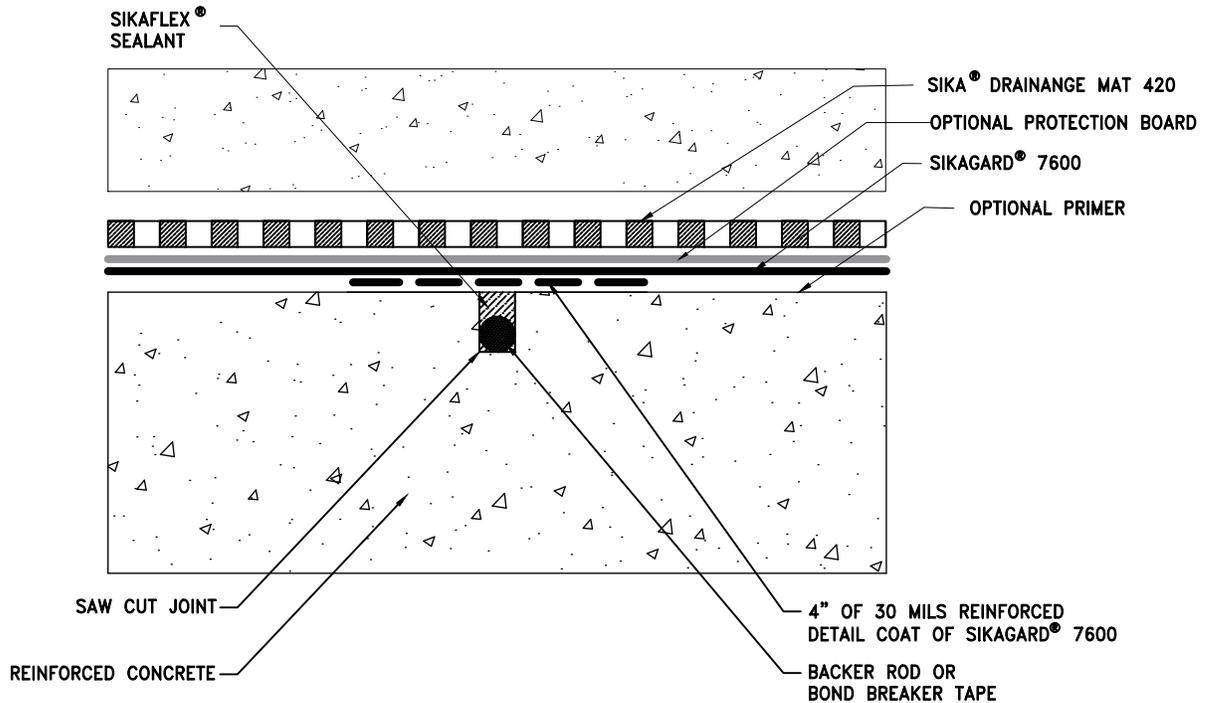
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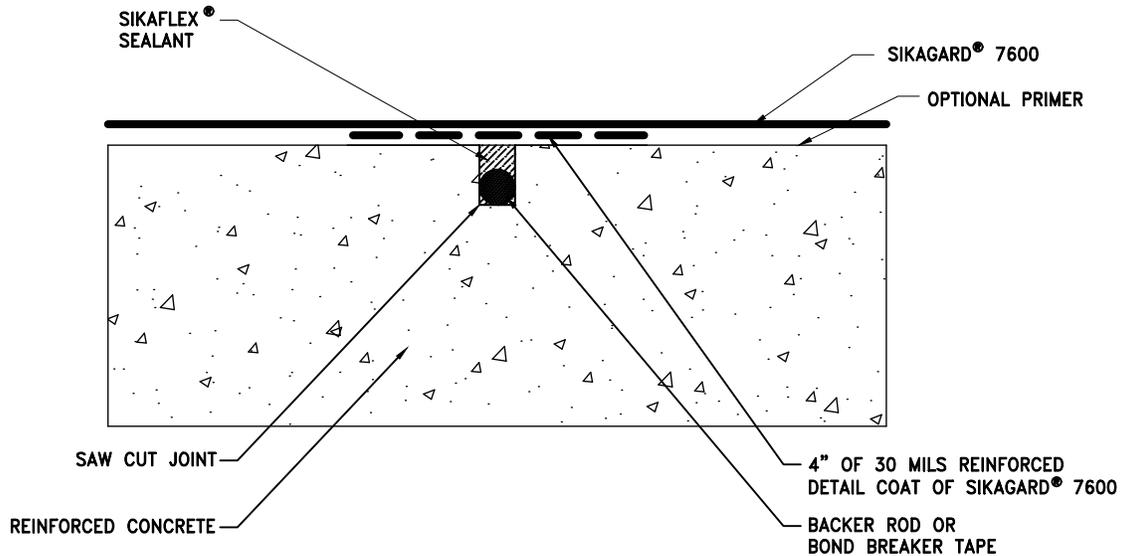
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DRW. NO.:

WP.2.4A

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 CRACK CONTROL

SCALE:

N.T.S.

DATE:

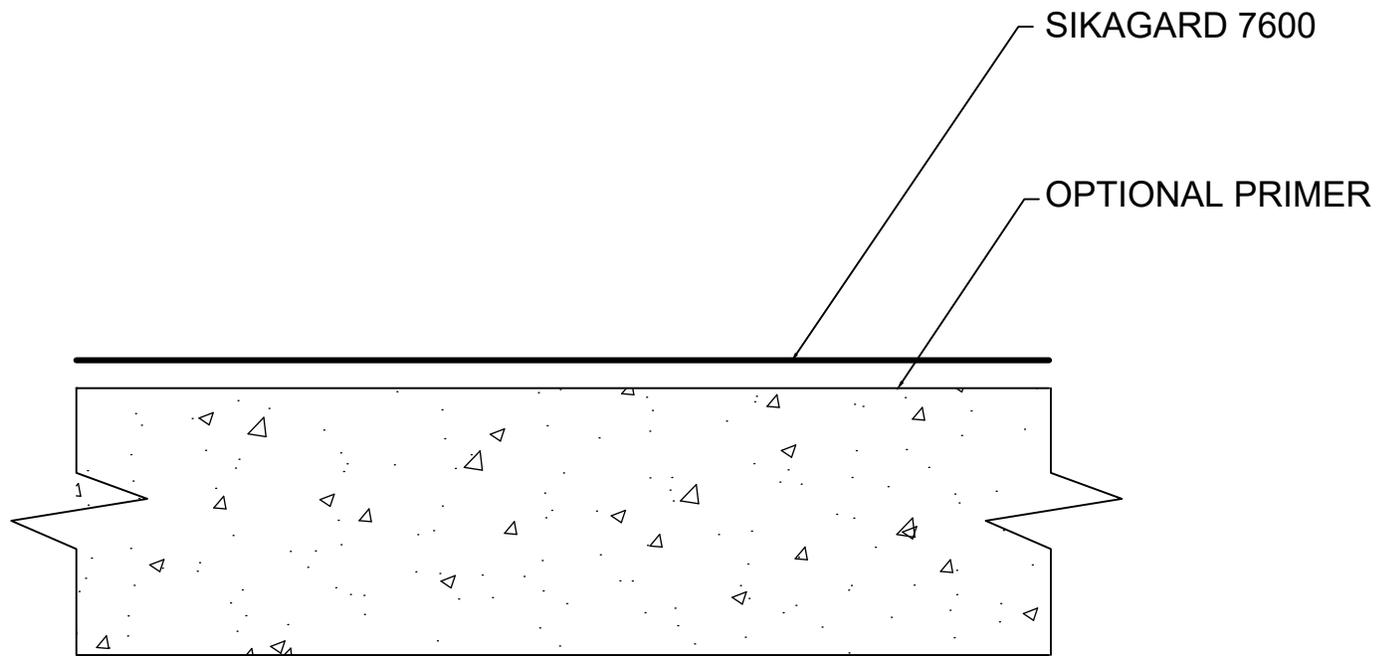
10/25/2019

FILE NO.:

DRW. NO.:

WP.2.4B

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **SIKAGARD 7600 WITHOUT OVERBURDEN**

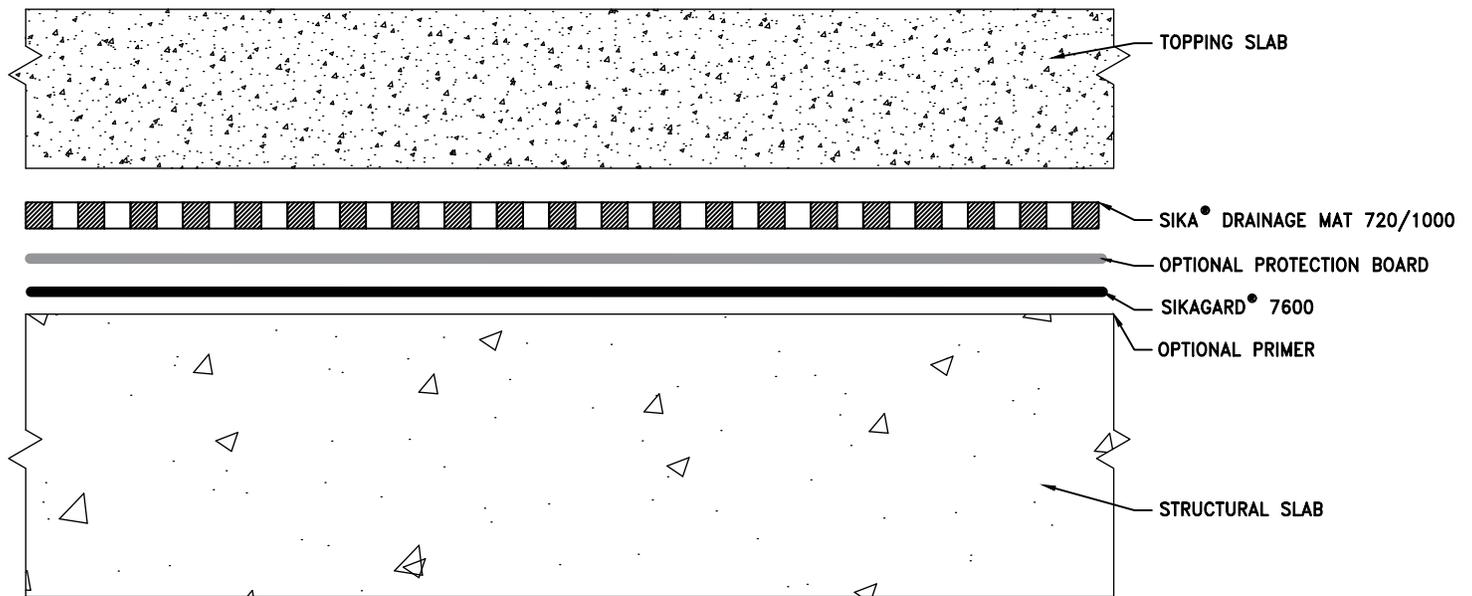
SCALE: **N.T.S.**

DATE: **10/10/2019**

FILE NO.:

DRW. NO.: **WP.2.5**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. **SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.**



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



BUILDING TRUST

1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 SPLIT SLAB

SCALE:

N.T.S.

DATE:

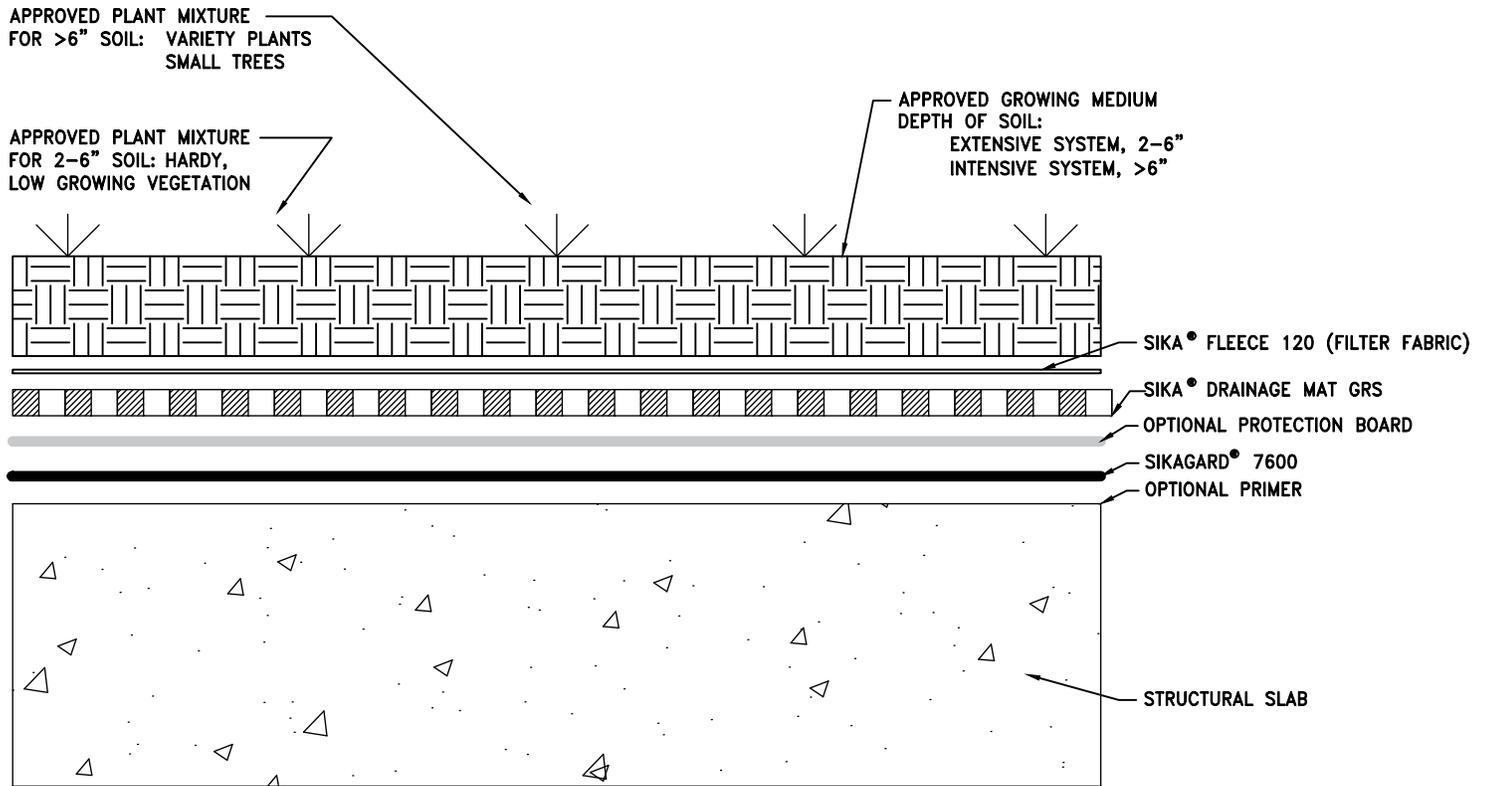
10/10/2019

FILE NO.:

DRW. NO.:

WP.2.6

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **SIKAGARD 7600 GREEN ROOF SYSTEM**

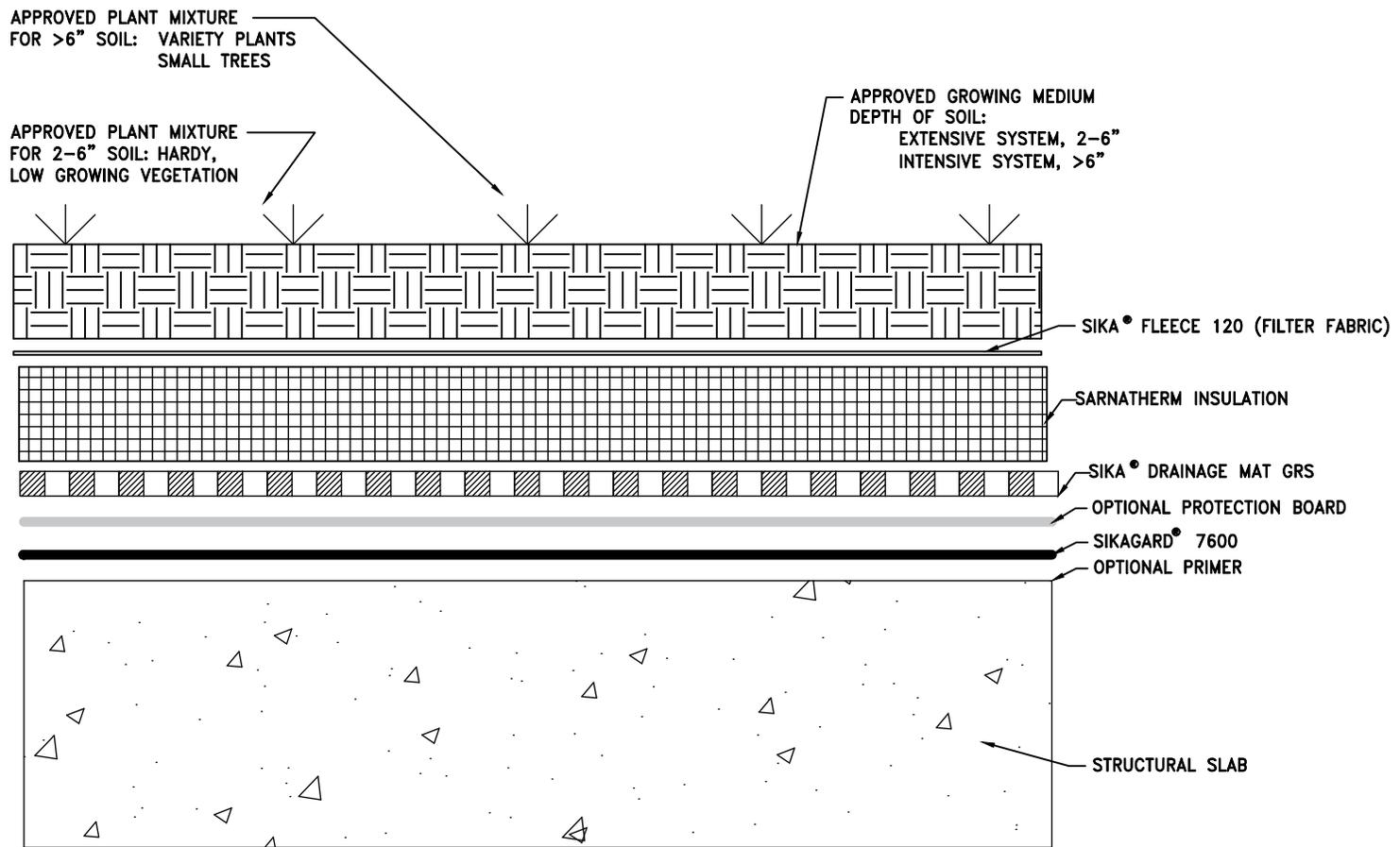
SCALE: **N.T.S.**

DATE: **10/10/2019**

FILE NO.:

DRW. NO.: **WP.2.7**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **SIKAGARD 7600 GREEN ROOF SYSTEM  
WITH INSULATION**

SCALE:

N.T.S.

DATE:

10/10/2019

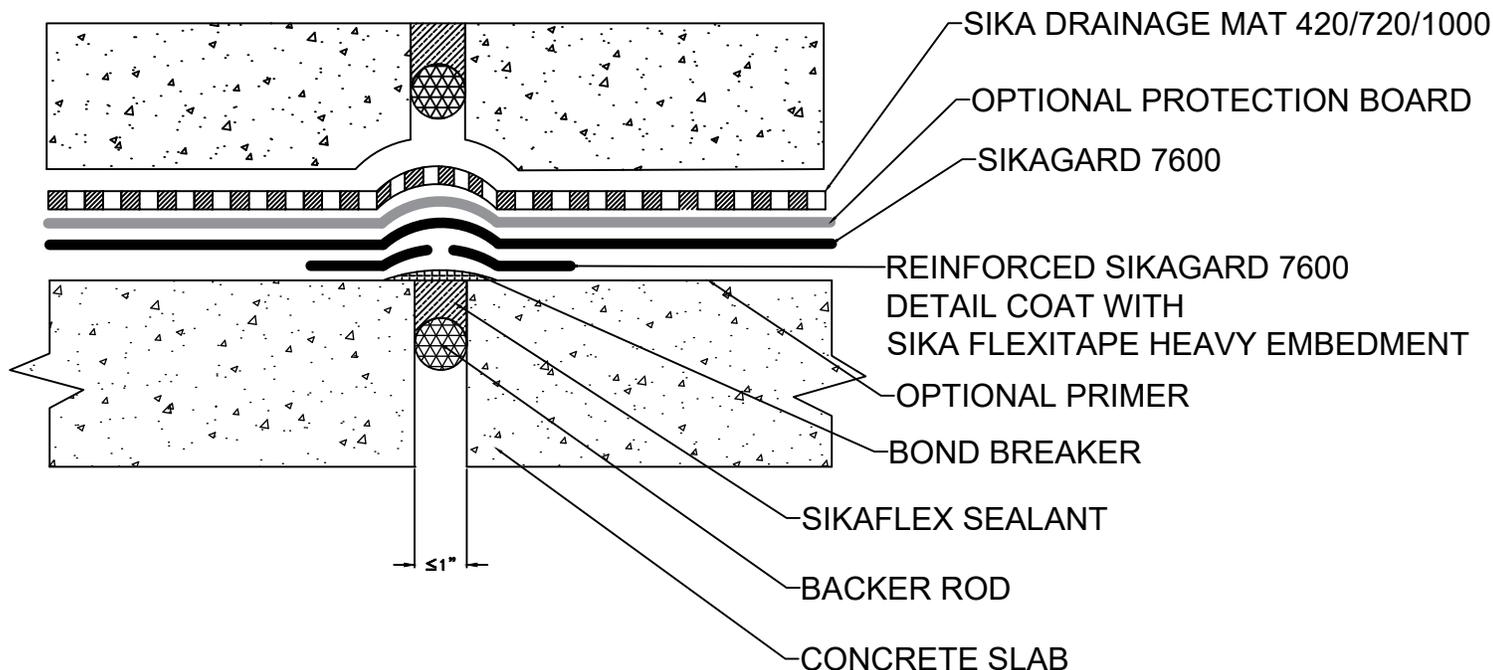
FILE NO.:

DRW. NO.:

WP.2.8

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.





NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **Sikagard 7600 Expansion Joint in a Split Slab**

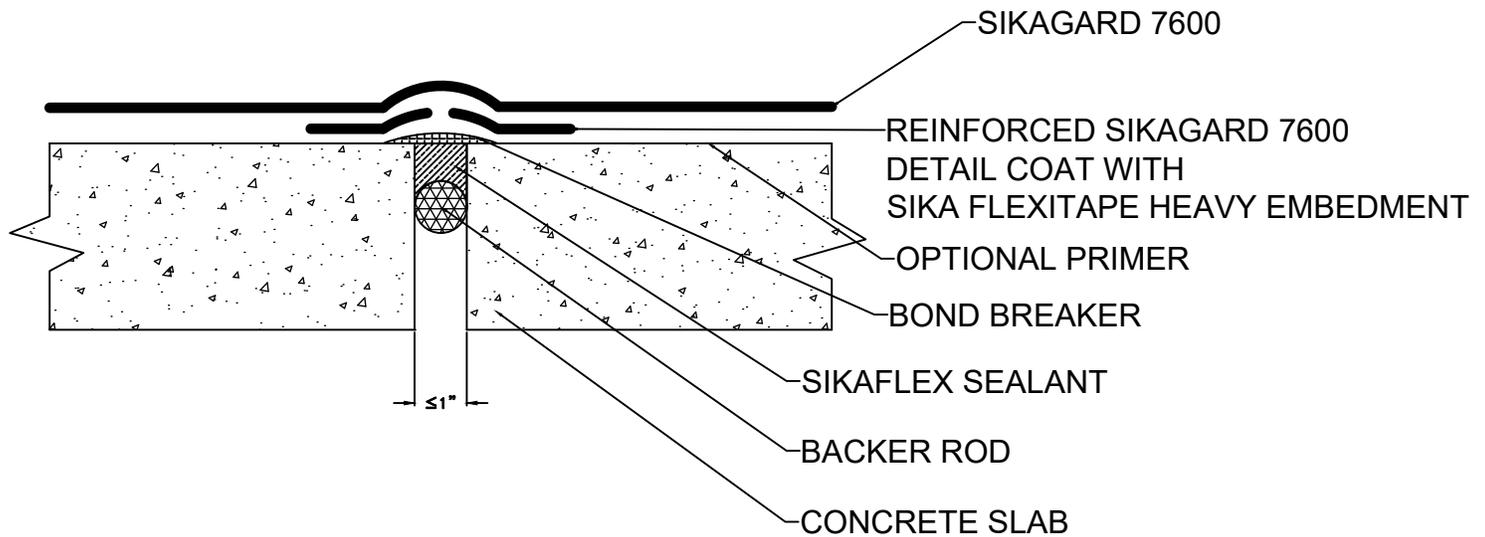
SCALE: **N.T.S.**

DATE: **10/25/2019**

FILE NO.:

DRW. NO.: **WP.2.10A**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. **SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.**



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **Sikagard 7600 Expansion Joint in a Split Slab**

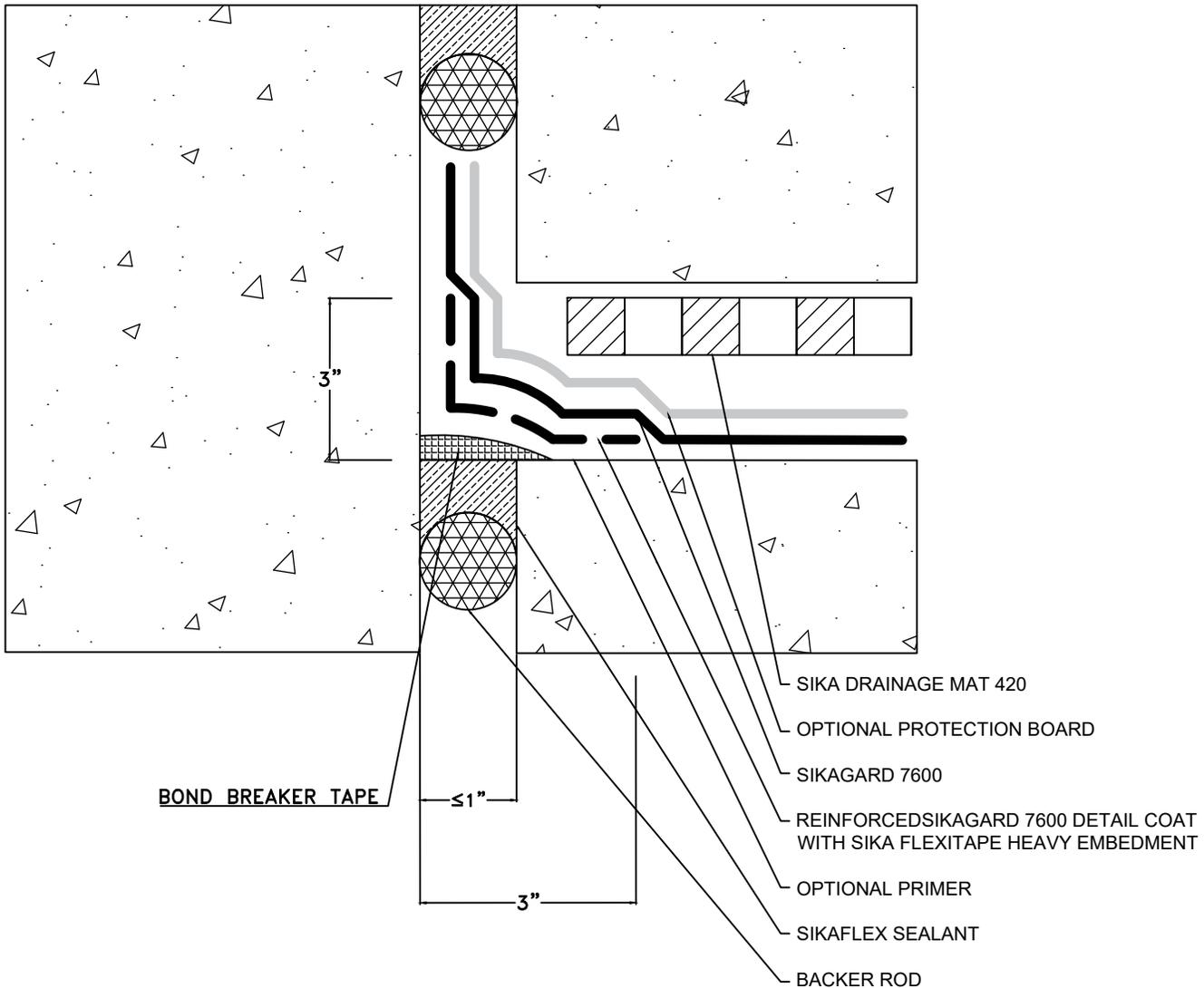
SCALE: **N.T.S.**

DATE: **10/25/2019**

FILE NO.:

DRW. NO.: **WP.2.10B**

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 EXPANSION JOINT FROM  
HORIZONTAL TO VERTICAL TRANSITION**

SCALE:

N.T.S.

DATE:

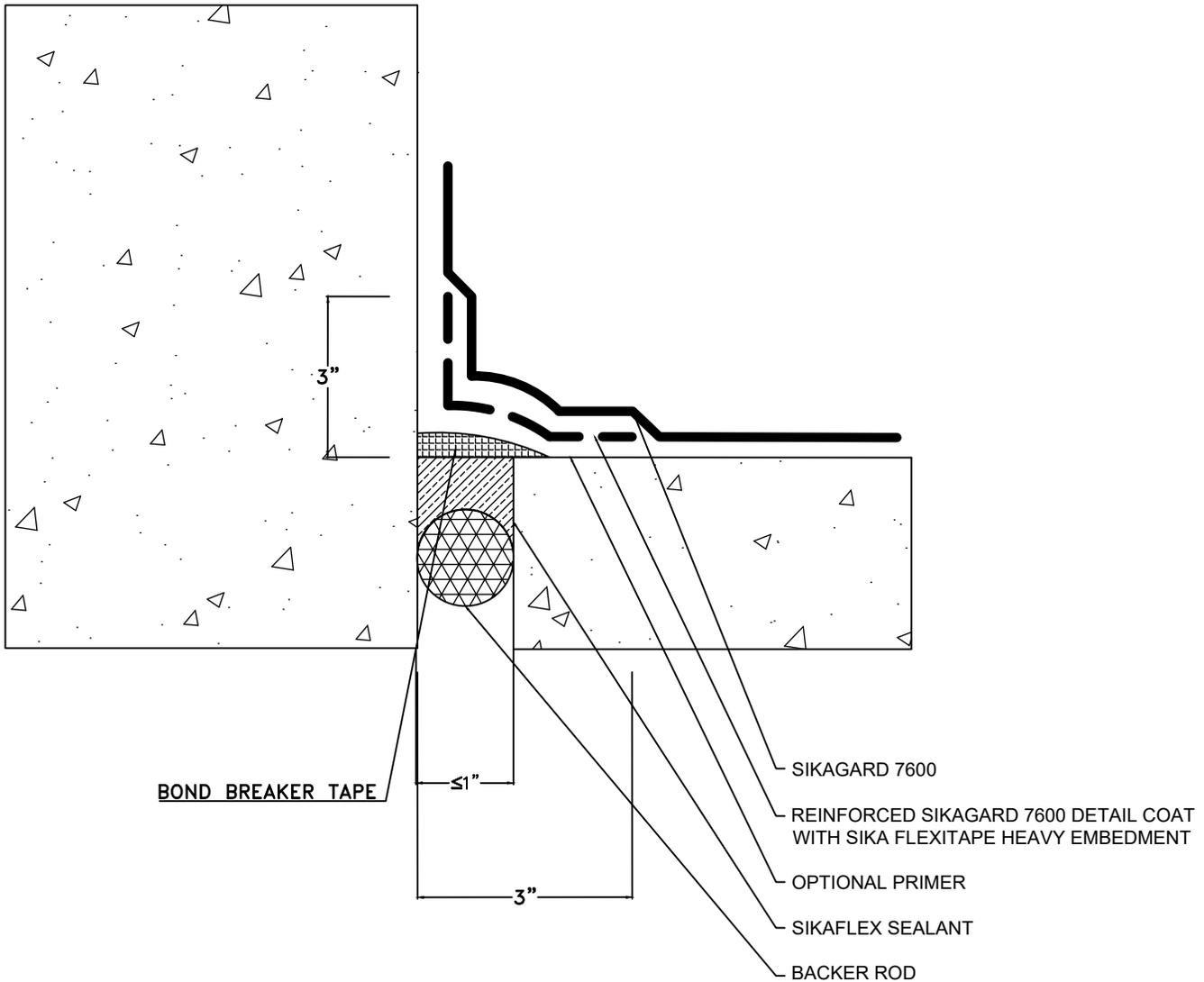
10/25/2019

FILE NO.:

DRW. NO.:

WP.2.11A

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **SIKAGARD 7600 EXPANSION JOINT FROM HORIZONTAL TO VERTICAL TRANSITION**

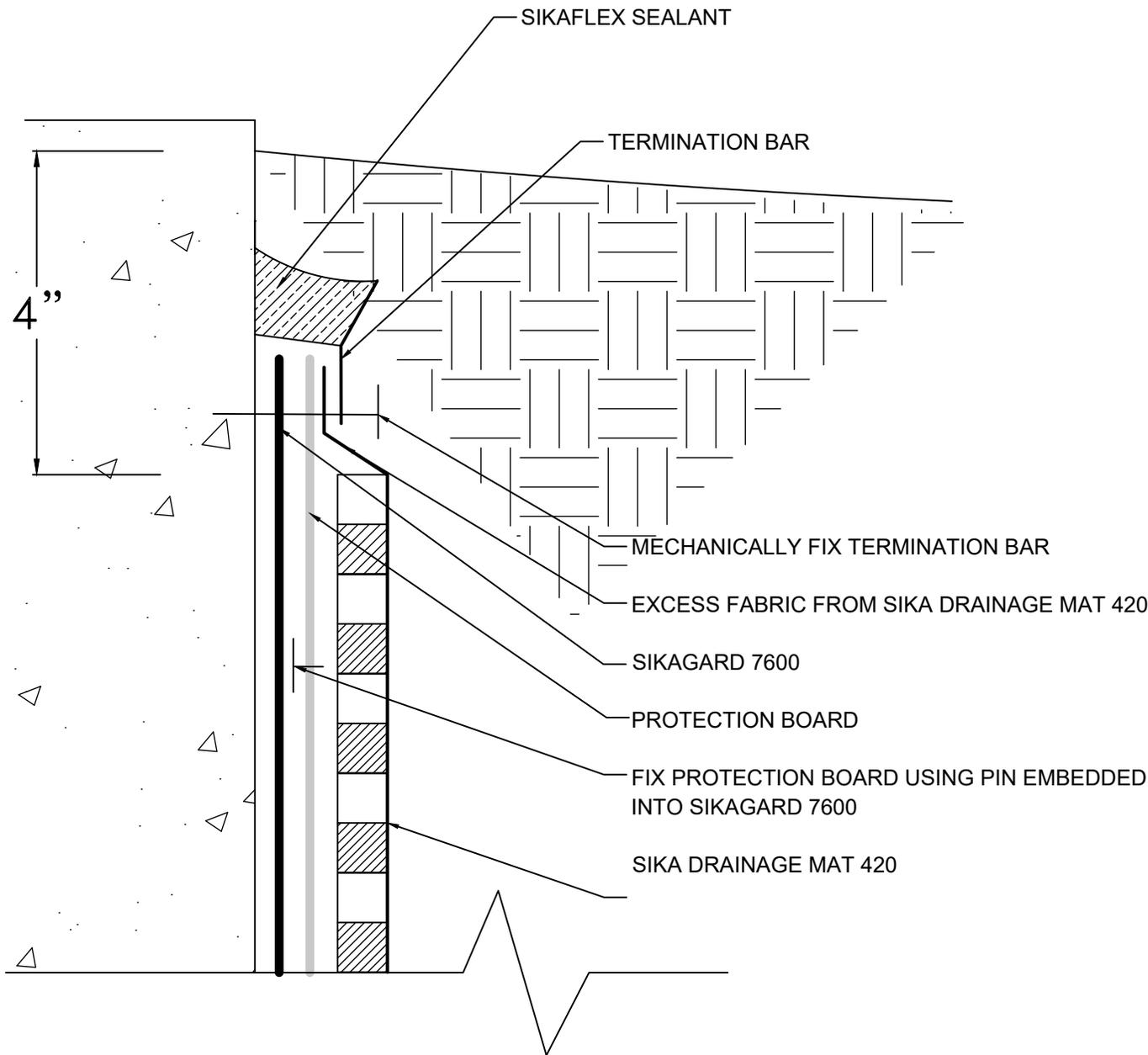
SCALE: **N.T.S.**

DATE: **10/25/2019**

FILE NO.:

DRW. NO.: **WP.2.11B**

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1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE: **TERMINATION OF SIKAGARD 7600 ON PLANTER**

SCALE: **N.T.S.**

DATE: **12/11/2019**

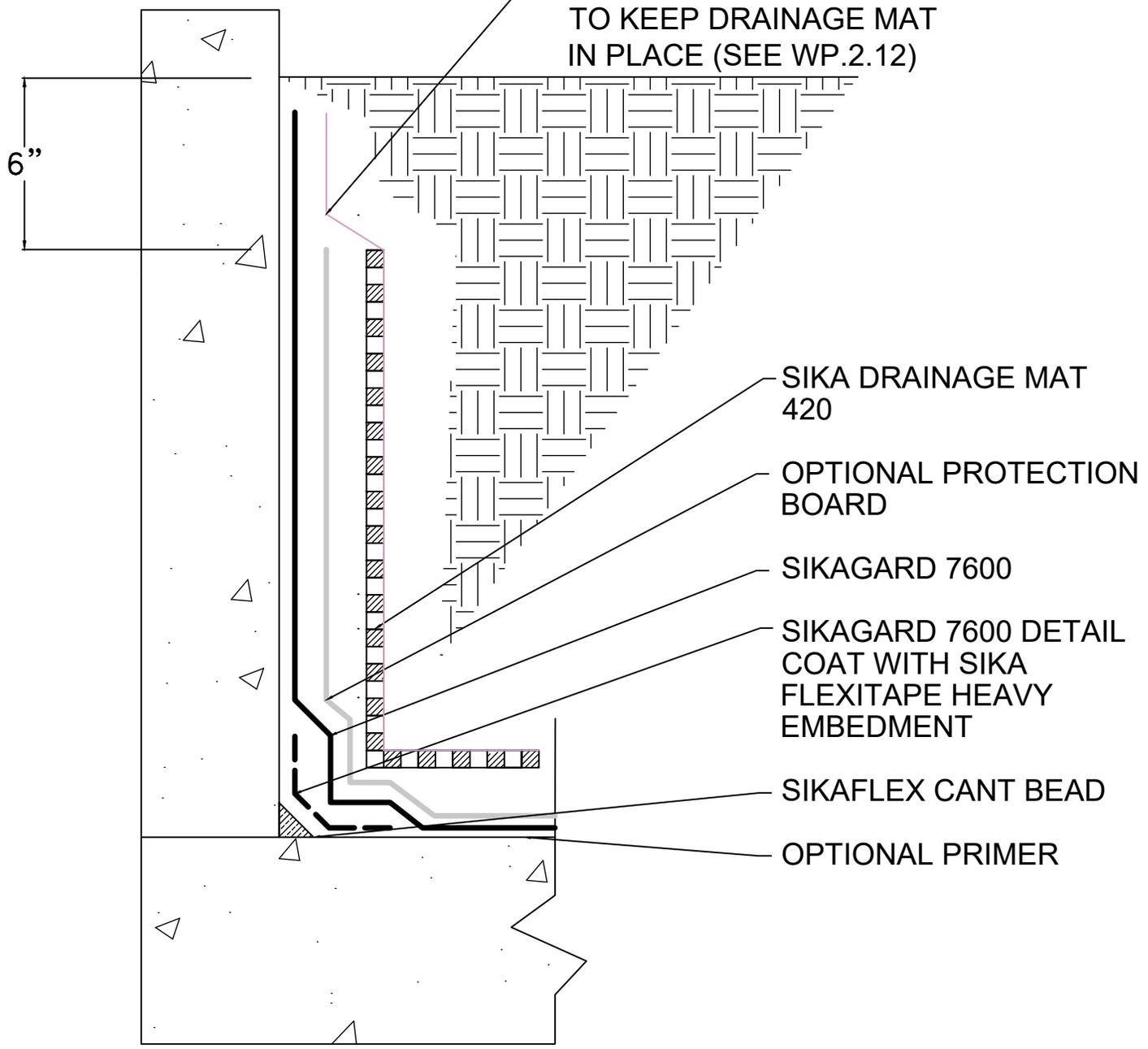
FILE NO.:

DRW. NO.: **WP.2.12A**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. **SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.**



ADHERE EXCESS DRAINAGE MAT FABRIC TO SIKAGARD 7600 TO KEEP DRAINAGE MAT IN PLACE (SEE WP.2.12)



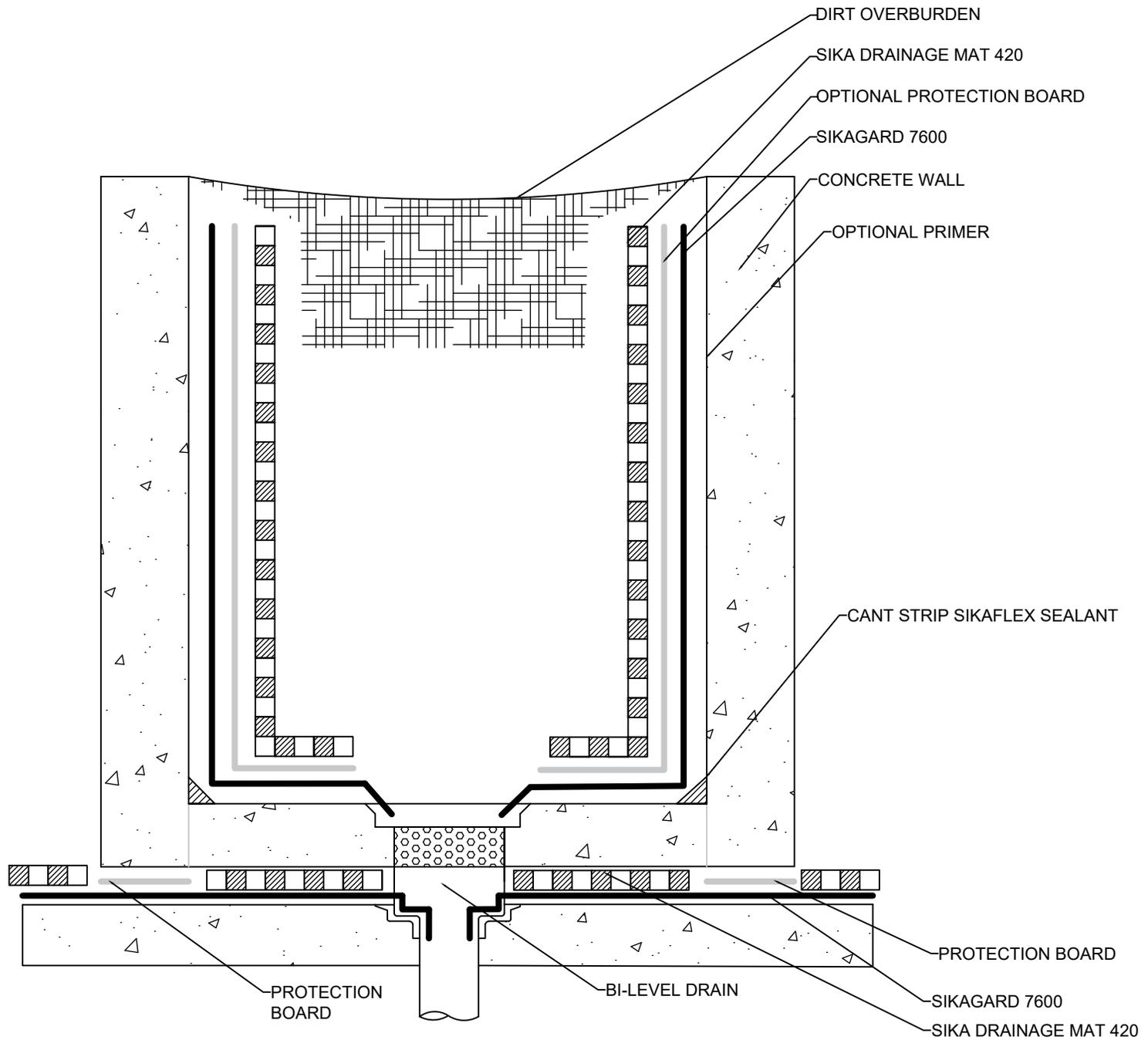
NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:			
DETAIL TITLE		SIKAGARD 7600 PLANTER	
SCALE:	DATE:	FILE NO.:	DRW. NO.:
N.T.S.	12/11/2019		WP.2.13

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 PLANTER WITH  
BILAYER DRAIN

SCALE:

N.T.S.

DATE:

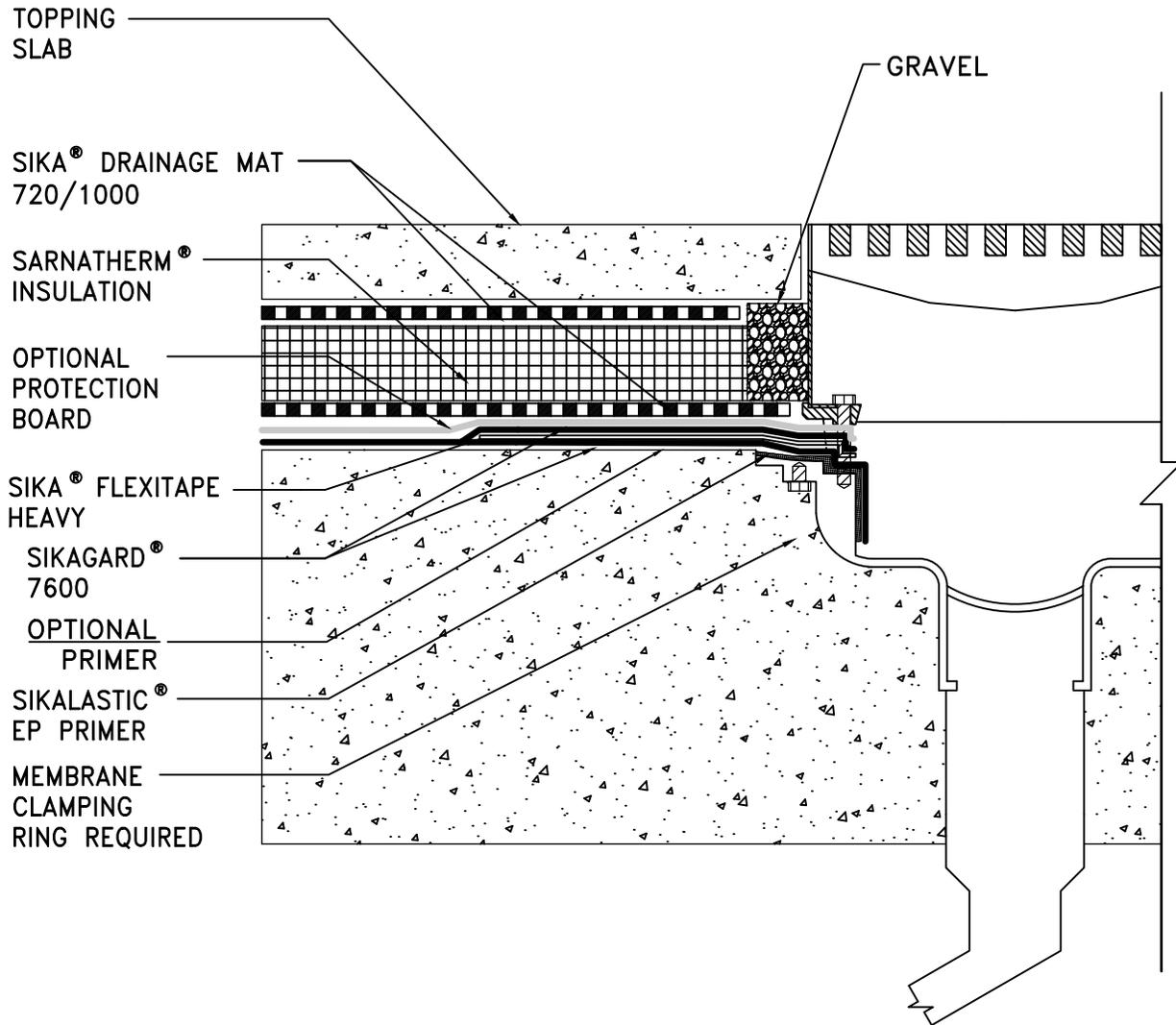
10/30/2019

FILE NO.:

DRW. NO.:

WP.2.14

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



**BUILDING TRUST**

1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 DRAIN DETAIL**

SCALE:

**N.T.S.**

DATE:

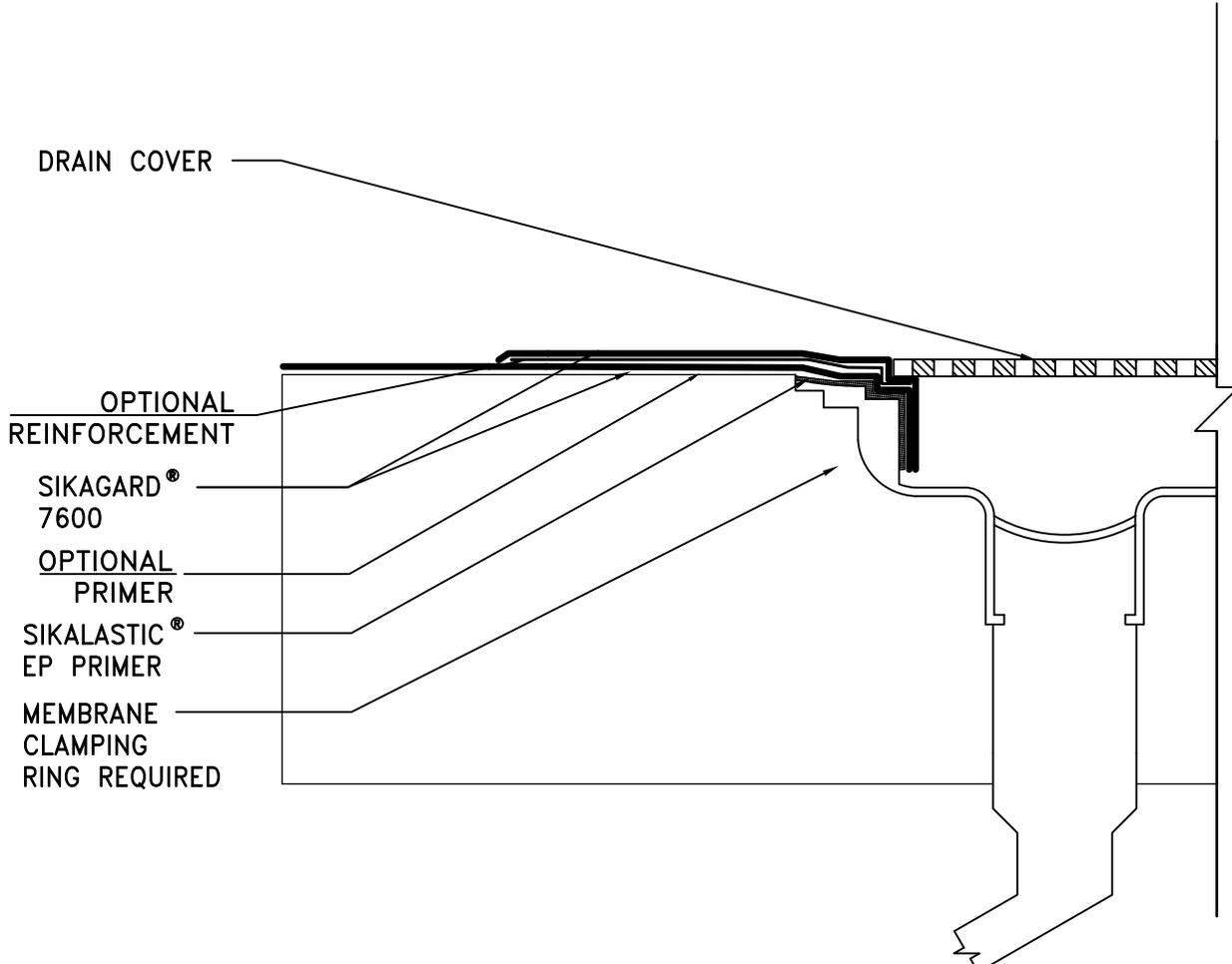
**10/15/2019**

FILE NO.:

DRW. NO.:

**WP.2.15A**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



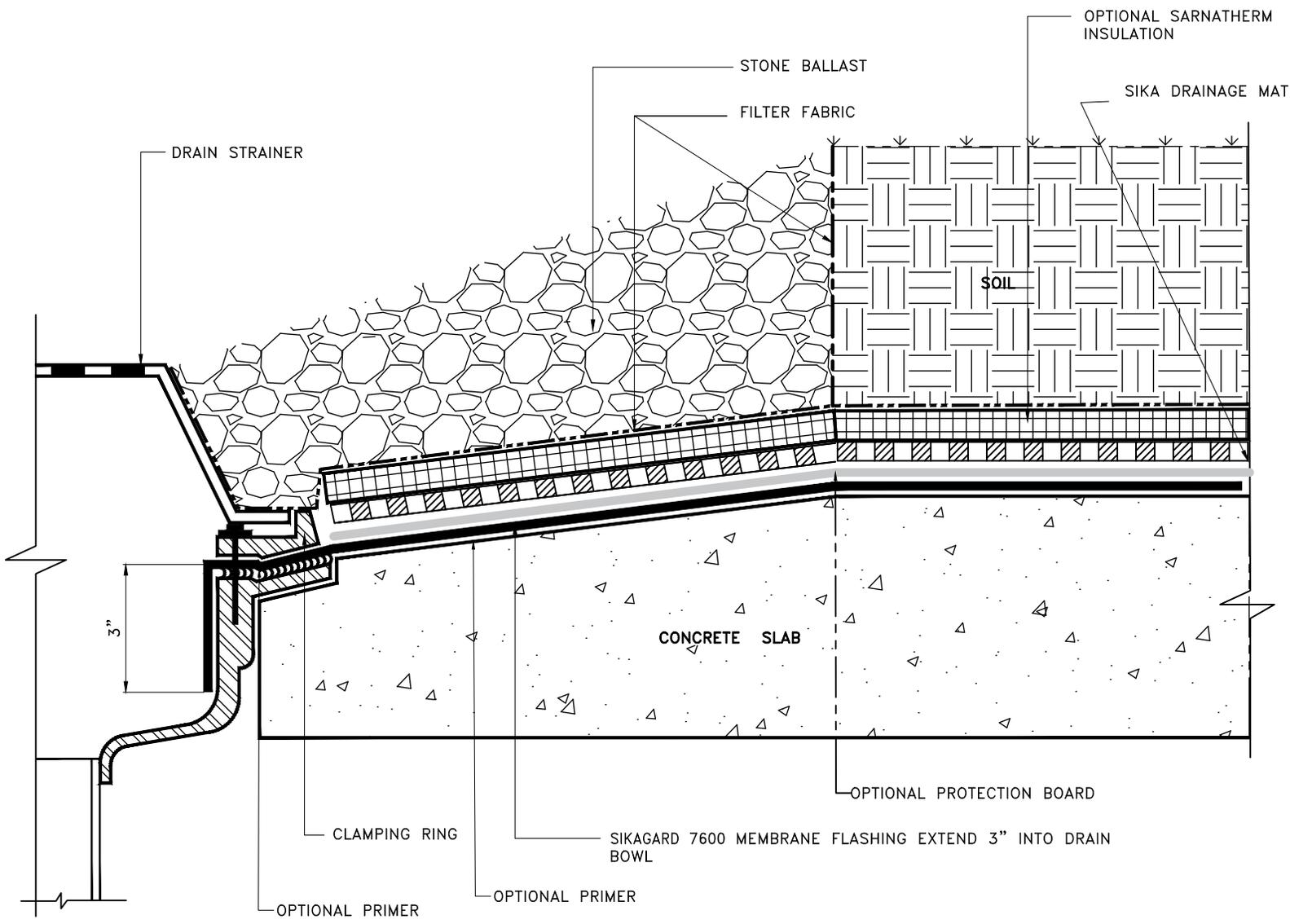
**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:			
DETAIL TITLE <b>SIKAGARD 7600 DRAIN WITHOUT OVERBURDEN DETAIL</b>			
SCALE:	DATE:	FILE NO.:	DRW. NO.:
N.T.S.	10/15/2019		WP.2.15B

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



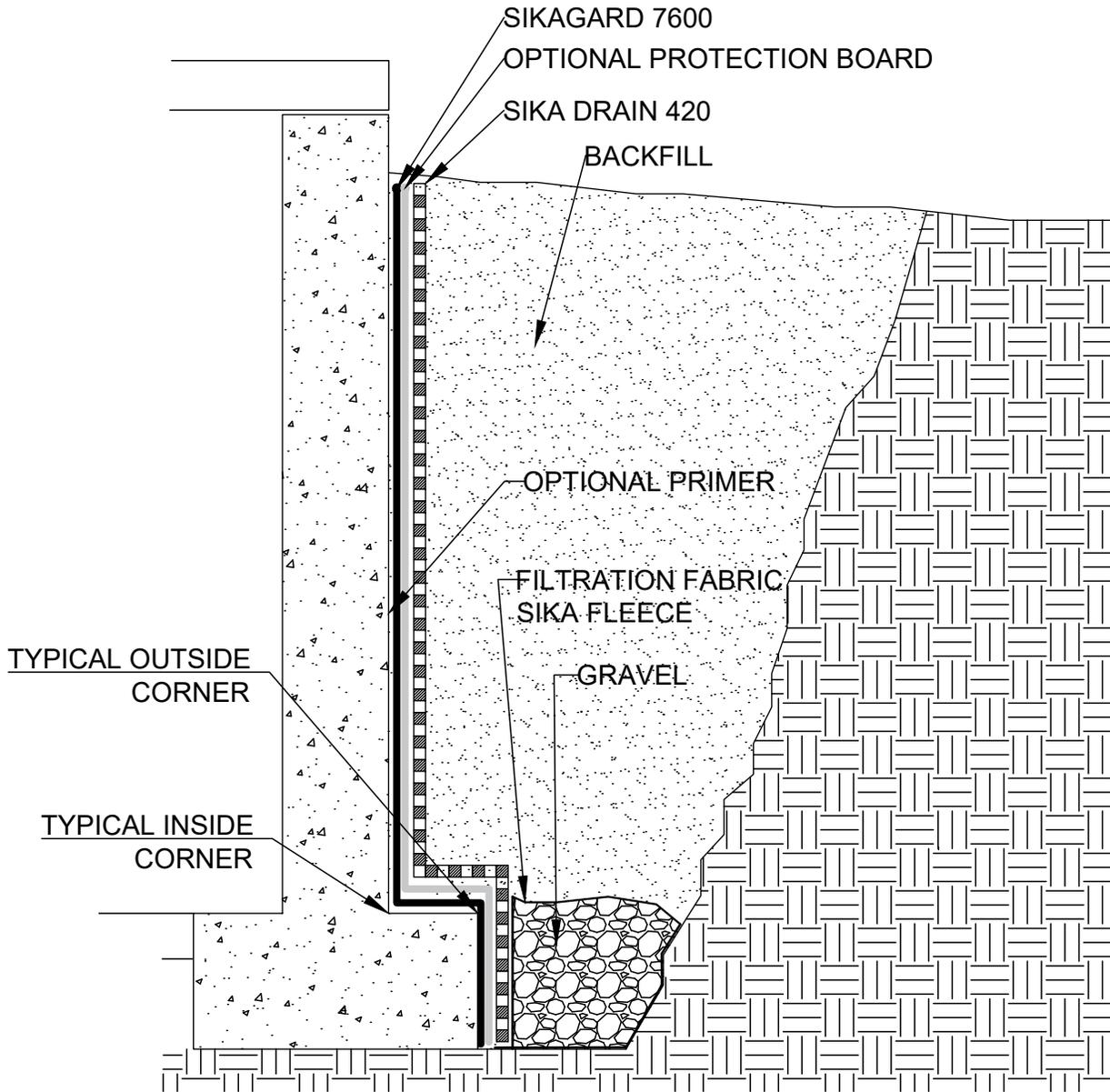
- NOTES:**
1. REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS.
  2. EXISTING DRAIN BOWL, CLAMPING RING AND DRAIN ACCESSORIES ARE TO BE CLEANED FREE OF ALL CONTAMINATES AND RUST.



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:			
DETAIL TITLE			
<b>SIKAGARD 7600 DRAIN FLASHING</b>			
SCALE:	DATE:	FILE NO.:	DRW. NO.:
N.T.S.	12/6/2019		WP.2.16

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
 WWW.SIKAUSA.COM

JOB NAME:

DETAIL TITLE

Sikagard 7600 Foundation Wall  
 Detail

SCALE:

N.T.S.

DATE:

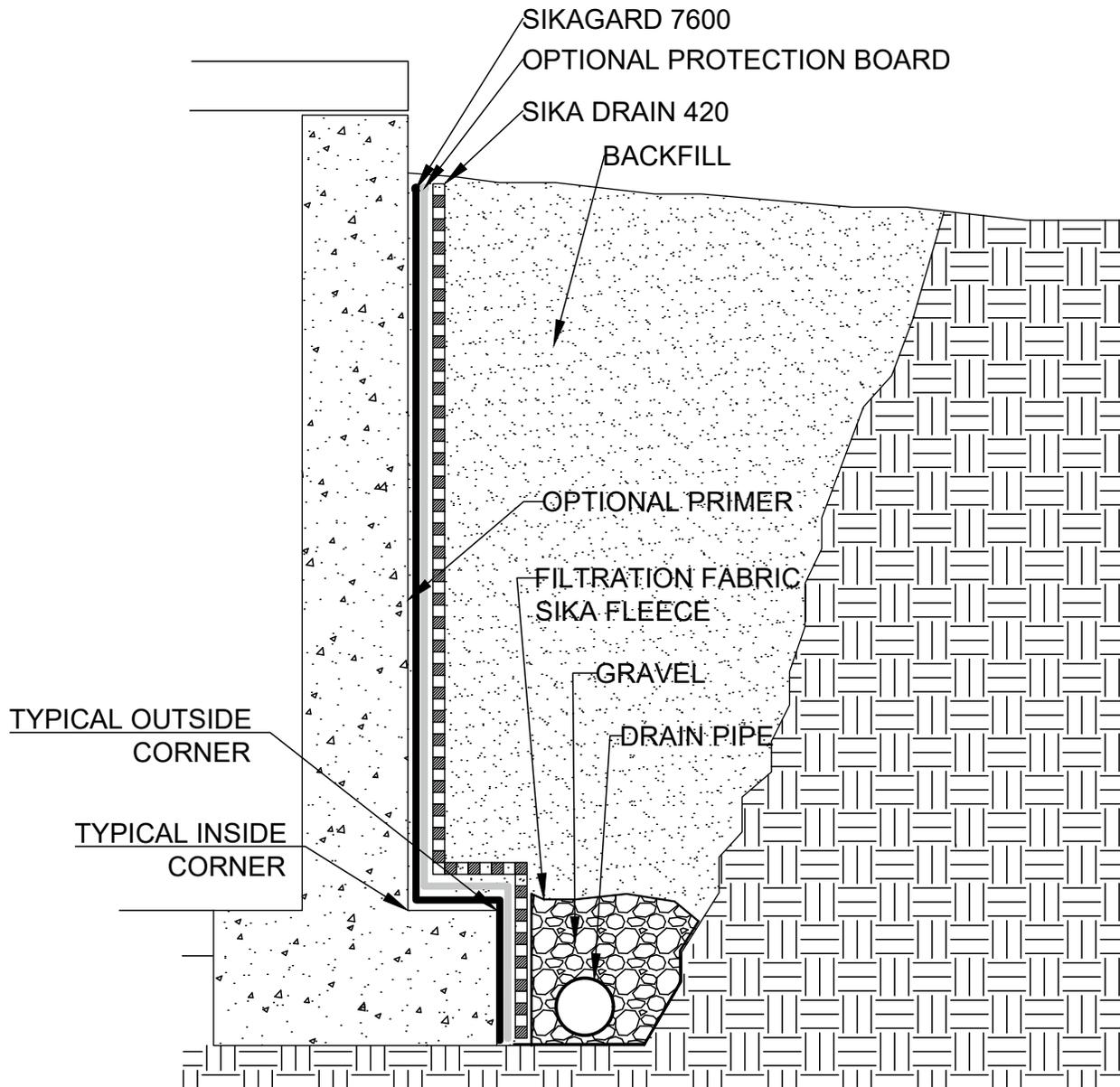
10/30/2019

FILE NO.:

DRW. NO.:

WP.2.17

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
WWW.SIKAUSA.COM

JOB NAME:

DETAIL TITLE

Sikagard 7600 Foundation Wall  
With Drainage Pipe Detail

SCALE:

N.T.S.

DATE:

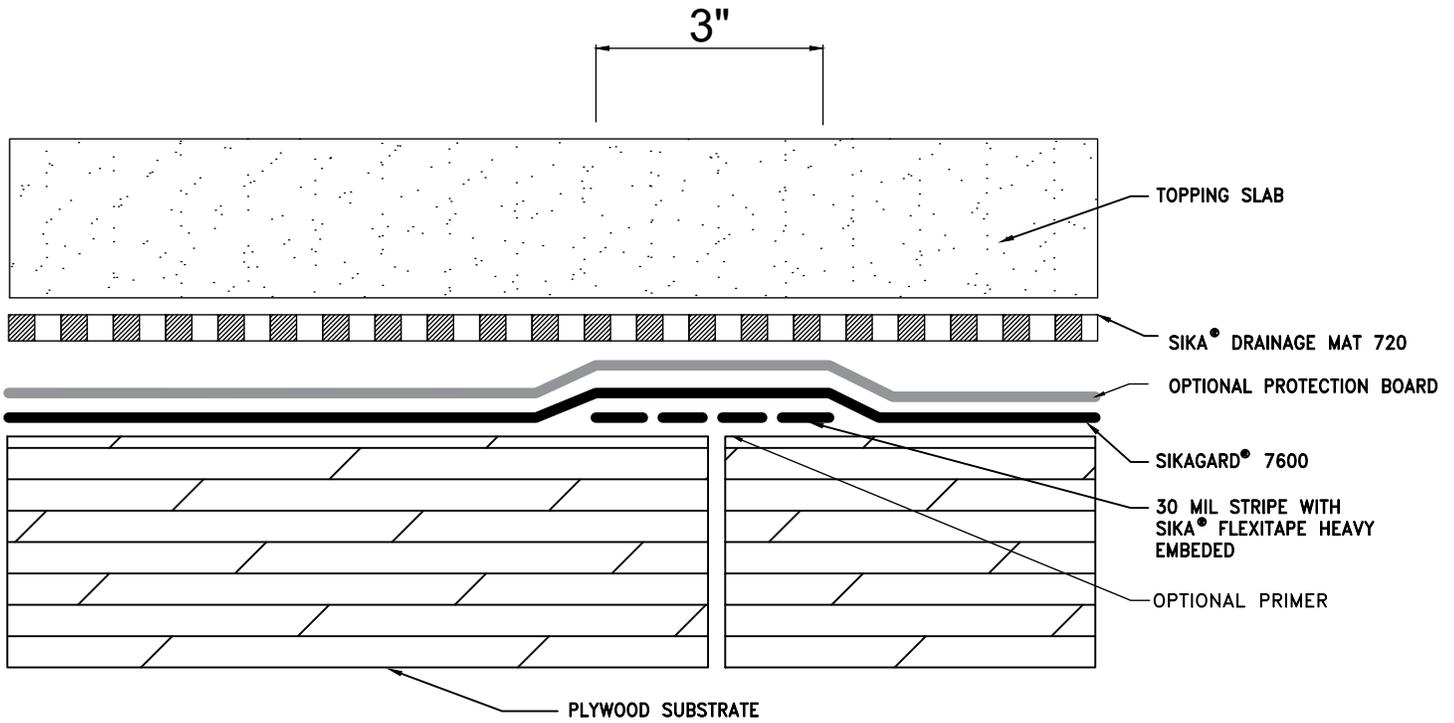
10/30/2019

FILE NO.:

DRW. NO.:

WP.2.18

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE **SIKAGARD 7600 PLYWOOD SUBSTRATE**

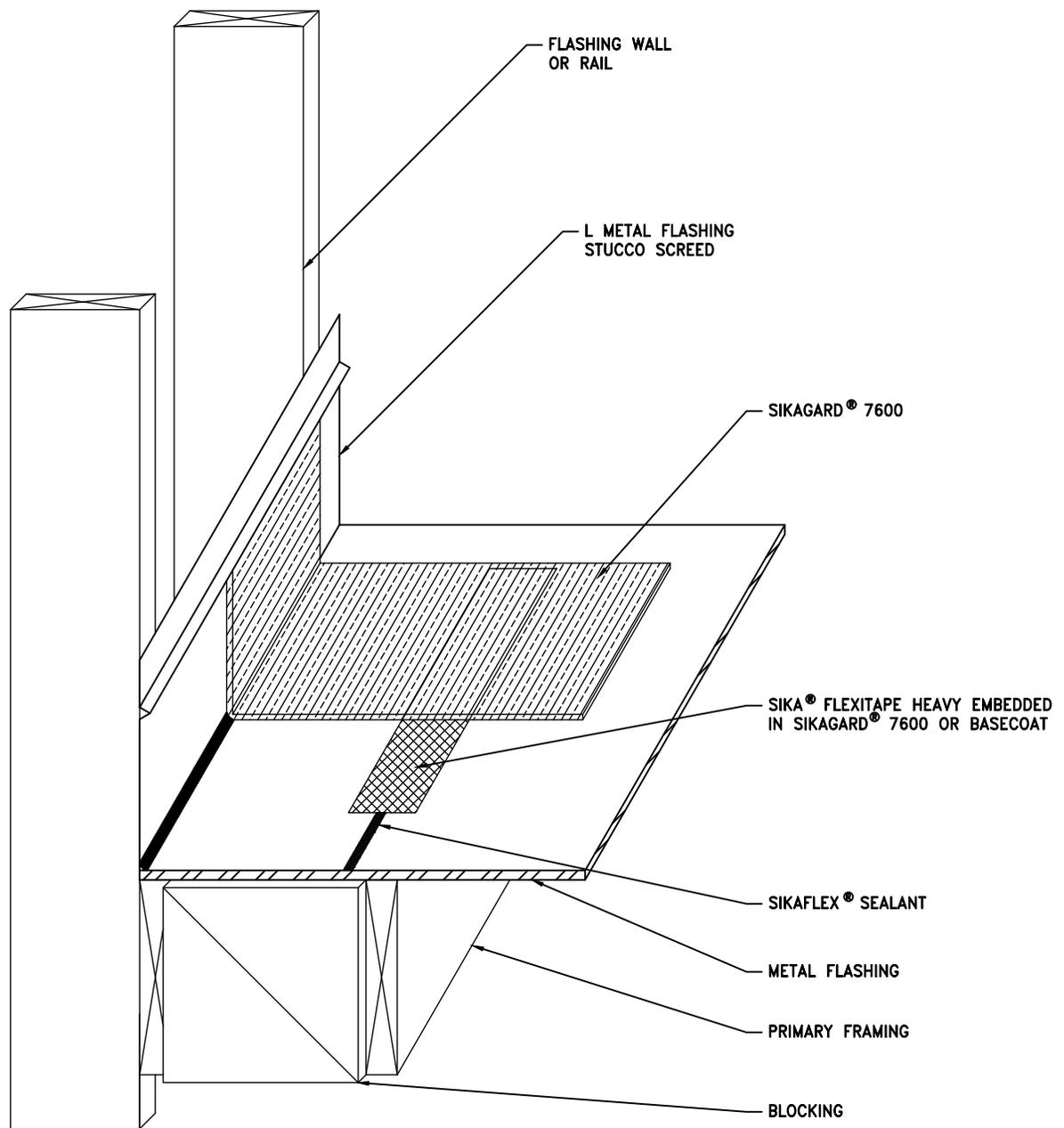
SCALE: **N.T.S.**

DATE: **10/30/2019**

FILE NO.:

DRW. NO.: **WP.2.19**

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**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



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JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 WALL TO DECK  
FLASHING COATING**

SCALE:

N.T.S.

DATE:

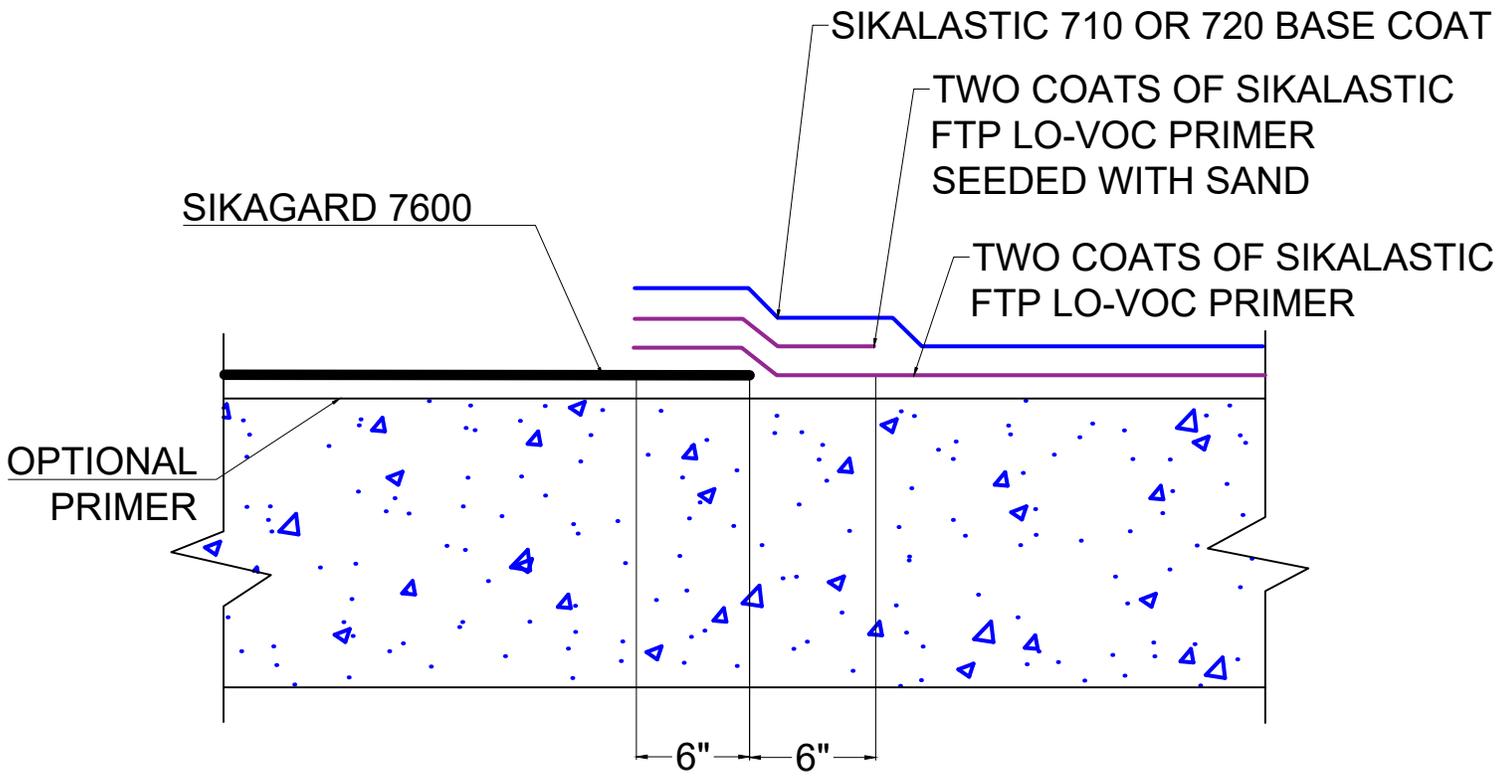
10/15/2019

FILE NO.:

DRW. NO.:

WP.2.20

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



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JOB NAME:

DETAIL TITLE **Transition Between Sikagard 7600 and Sikalastic Deck Pro System**

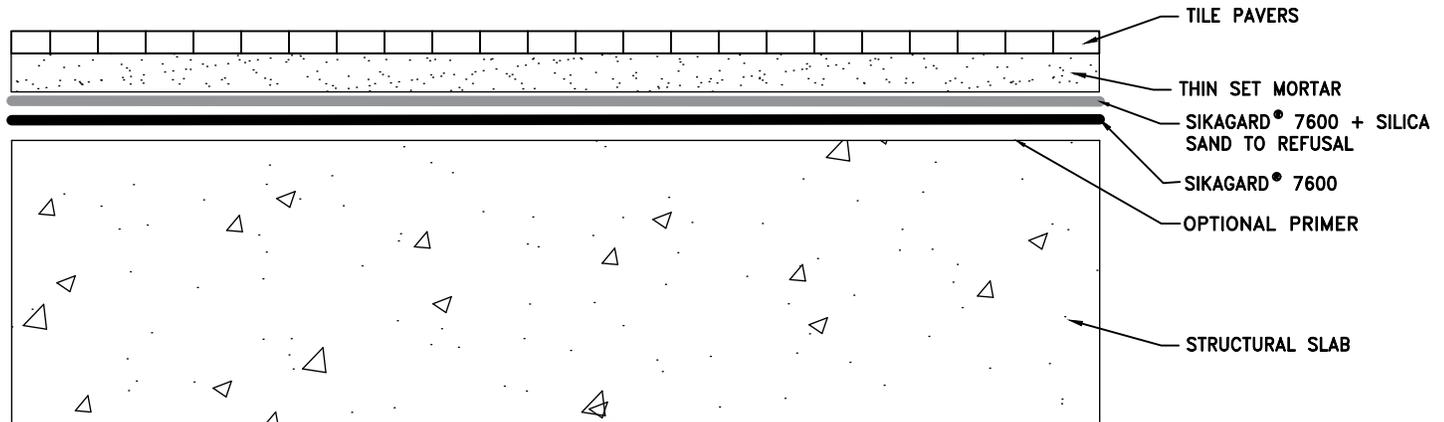
SCALE: **N.T.S.**

DATE: **12/11/2019**

FILE NO.:

DRW. NO.: **WP.2.21**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



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JOB NAME:

DETAIL TITLE **SIKAGARD 7600 TILE WITH MORTAR BED**

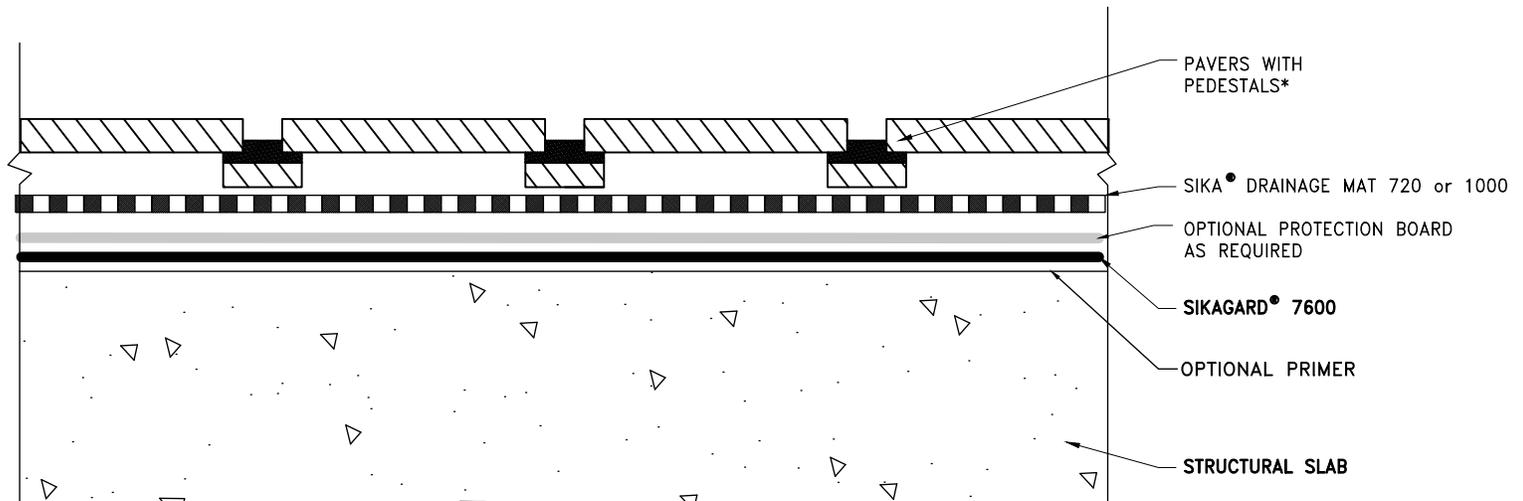
SCALE: **N.T.S.**

DATE: **10/10/2019**

FILE NO.:

DRW. NO.: **WP.2.22**

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. **SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.**



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
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JOB NAME:

DETAIL TITLE

SIKAGARD 7600 PLAZA WITH PAVERS

SCALE:

N.T.S.

DATE:

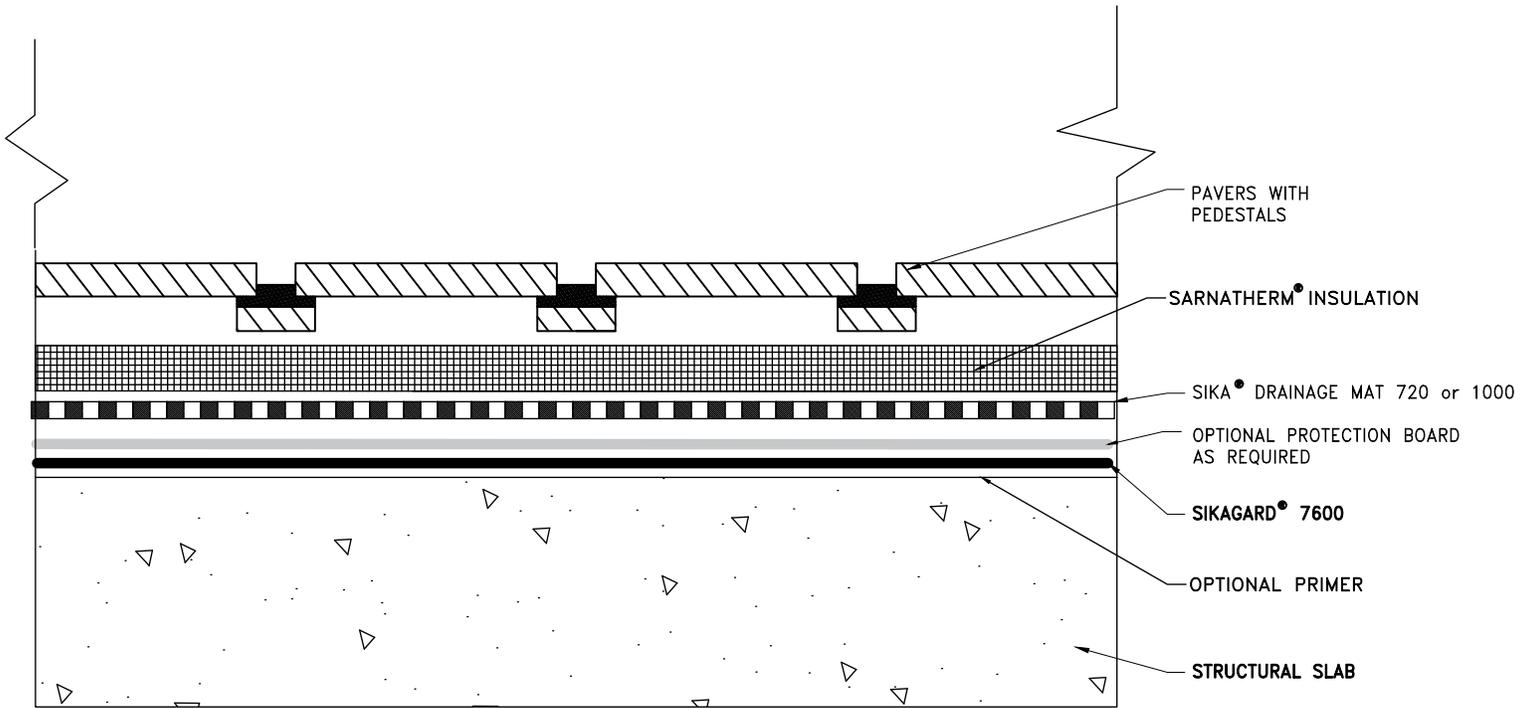
10/15/2019

FILE NO.:

DRW. NO.:

WP.2.23

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



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JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 INSULATED  
PLAZA WITH PAVERS**

SCALE:

N.T.S.

DATE:

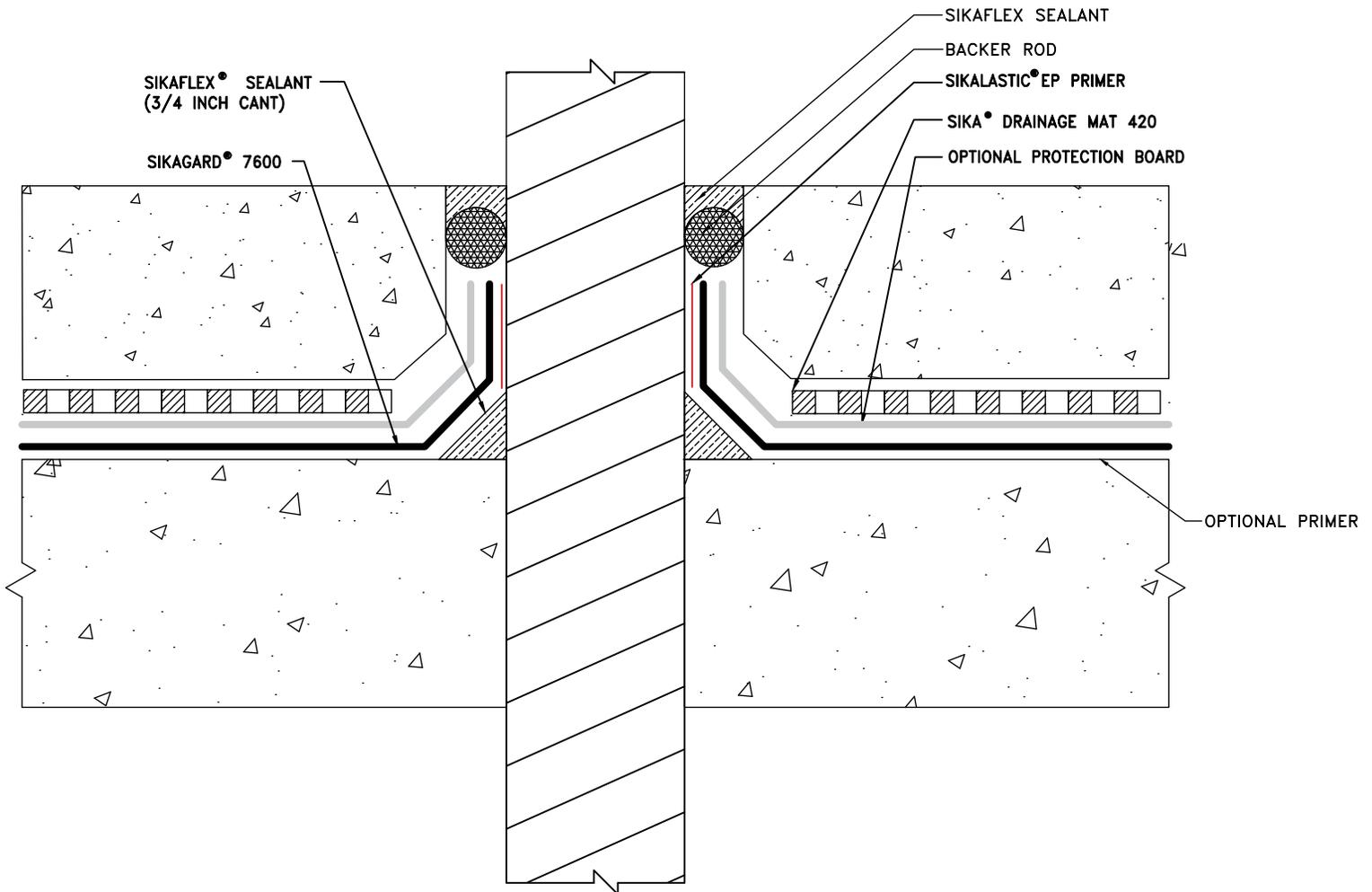
10/15/2019

FILE NO.:

DRW. NO.:

WP.2.24

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 TREATMENT OF METAL PENETRATION**

SCALE:

N.T.S.

DATE:

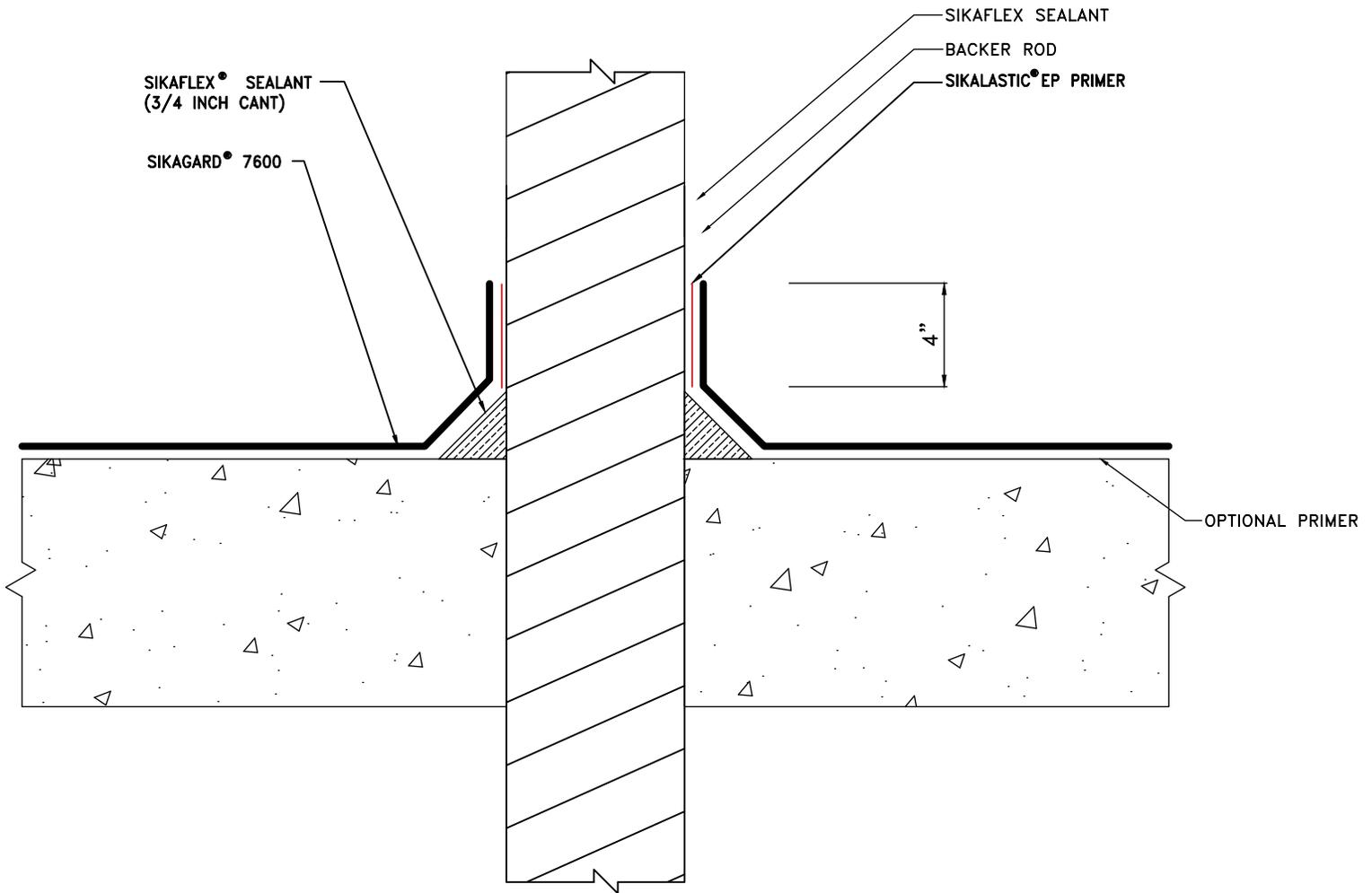
10/9/2019

FILE NO.:

DRW. NO.:

WP.2.25A

AS A MANUFACTURER OF CONSTRUCTION PRODUCTS, SIKA CORPORATION PROVIDES GENERIC DETAILS AS A GENERAL GUIDE FOR INFORMATION PURPOSES ONLY. THESE DETAILS ARE NOT INTENDED TO REPLACE SOUND ENGINEERING AND ARCHITECTURAL PRACTICES AND SHOULD NOT BE RELIED UPON FOR THAT PURPOSE. SIKA CORPORATION ASSUMES NO LIABILITY WITH RESPECT TO THE DESIGN OF THE SYSTEM. THE ARCHITECT, CONSULTANT AND/OR ENGINEER OR DESIGN PROFESSIONAL FOR A PARTICULAR PROJECT BEARS THE SOLE RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM, FOR THE PREPARATION AND APPROVAL OF THE PROJECT SPECIFICATIONS, DETAILS AND SHOP DRAWINGS, AND FOR DETERMINING THEIR SUITABILITY FOR A PARTICULAR PROJECT OR APPLICATION. WHILE SIKA PROVIDES GENERAL INSTRUCTIONS FOR THE INSTALLATION OF ITS MATERIALS, THE MEANS AND METHODS USED BY THE CONTRACTOR FOR MATERIAL STORAGE, SUBSTRATE EVALUATION, SURFACE PREPARATION, AND THE INSTALLATION OF BOTH SIKA AND NON-SIKA MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON SIKA PRODUCT LABELS, TECHNICAL DATA SHEETS, AND MATERIAL SAFETY DATA SHEETS AVAILABLE AT WWW.SIKAUSA.COM. SIKA CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE CONTENT OF THIS GUIDE DETAIL. SIKA SHALL NOT BE RESPONSIBLE UNDER ANY LEGAL THEORY TO ANY THIRD PARTY FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS GUIDE DETAIL. ALL PRODUCTS AND SERVICES PROVIDED BY SIKA CORPORATION ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE AVAILABLE AT WWW.SIKAUSA.COM.



NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 TREATMENT OF METAL PENETRATION

SCALE:

N.T.S.

DATE:

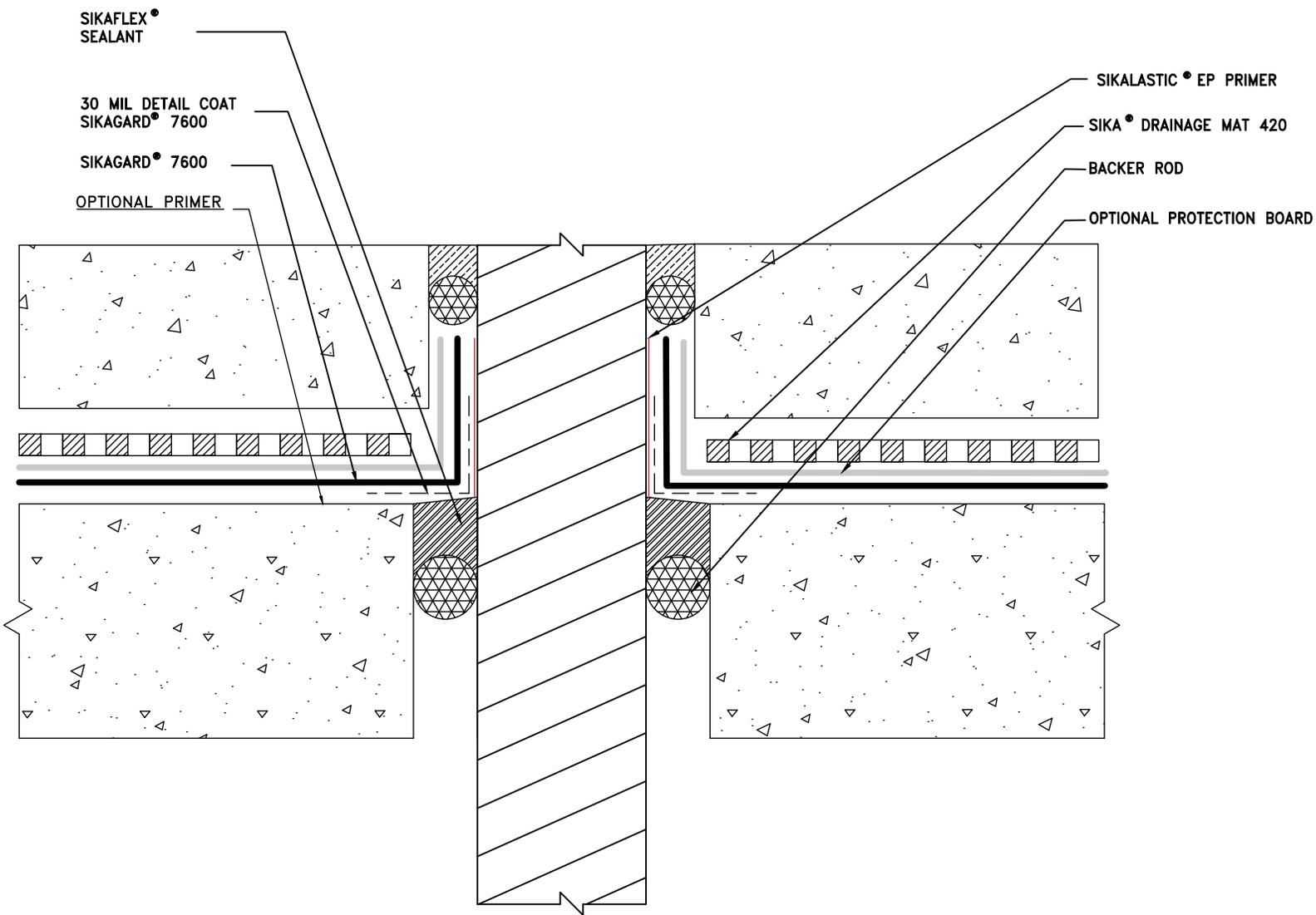
10/15/2019

FILE NO.:

DRW. NO.:

WP.2.25B

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 TREATMENT OF METAL PENETRATION

SCALE:

N.T.S.

DATE:

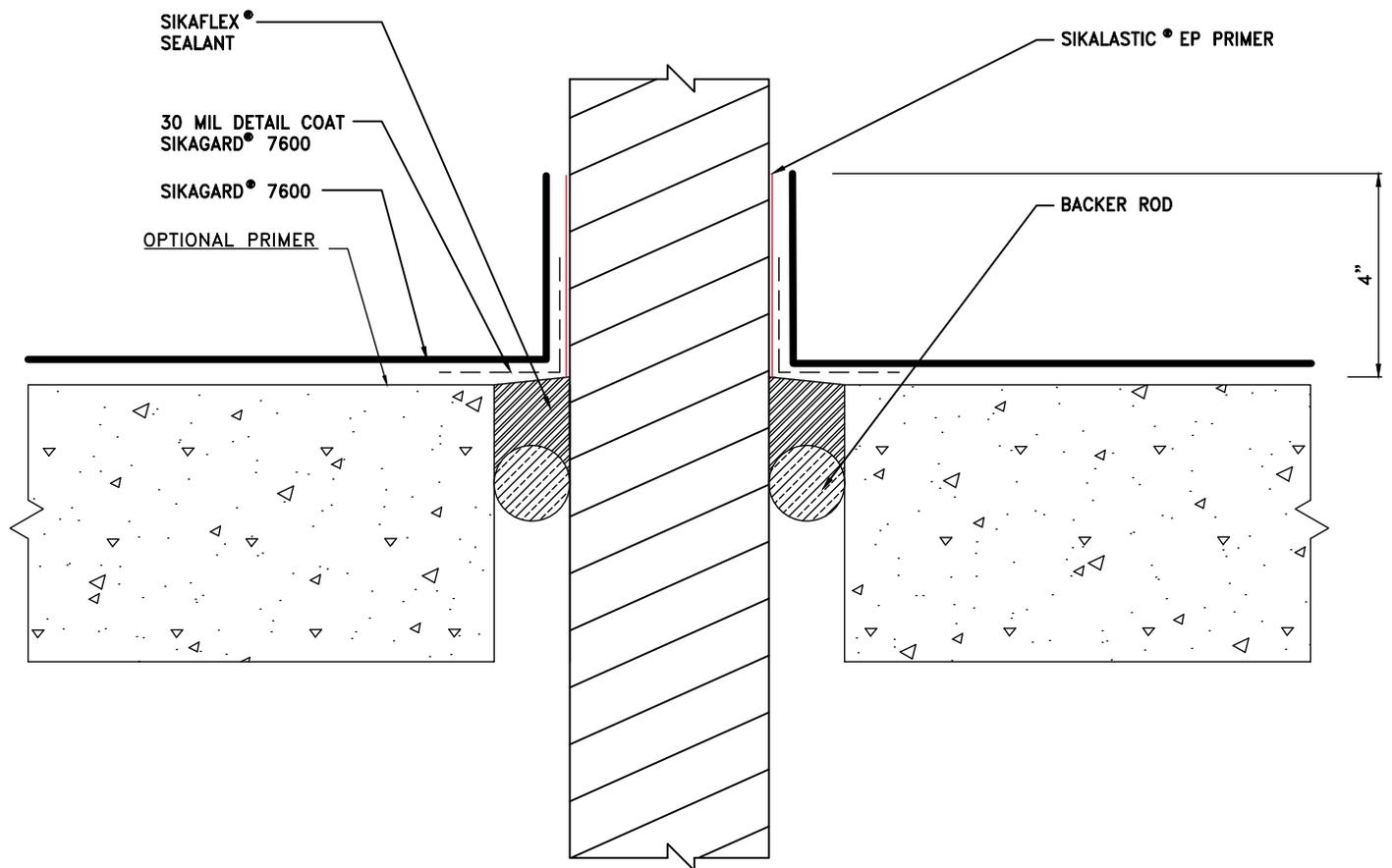
10/30/2019

FILE NO.:

DRW. NO.:

WP.2.26A

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS PREQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 TREATMENT OF  
METAL PENETRATION

SCALE:

N.T.S.

DATE:

10/15/2019

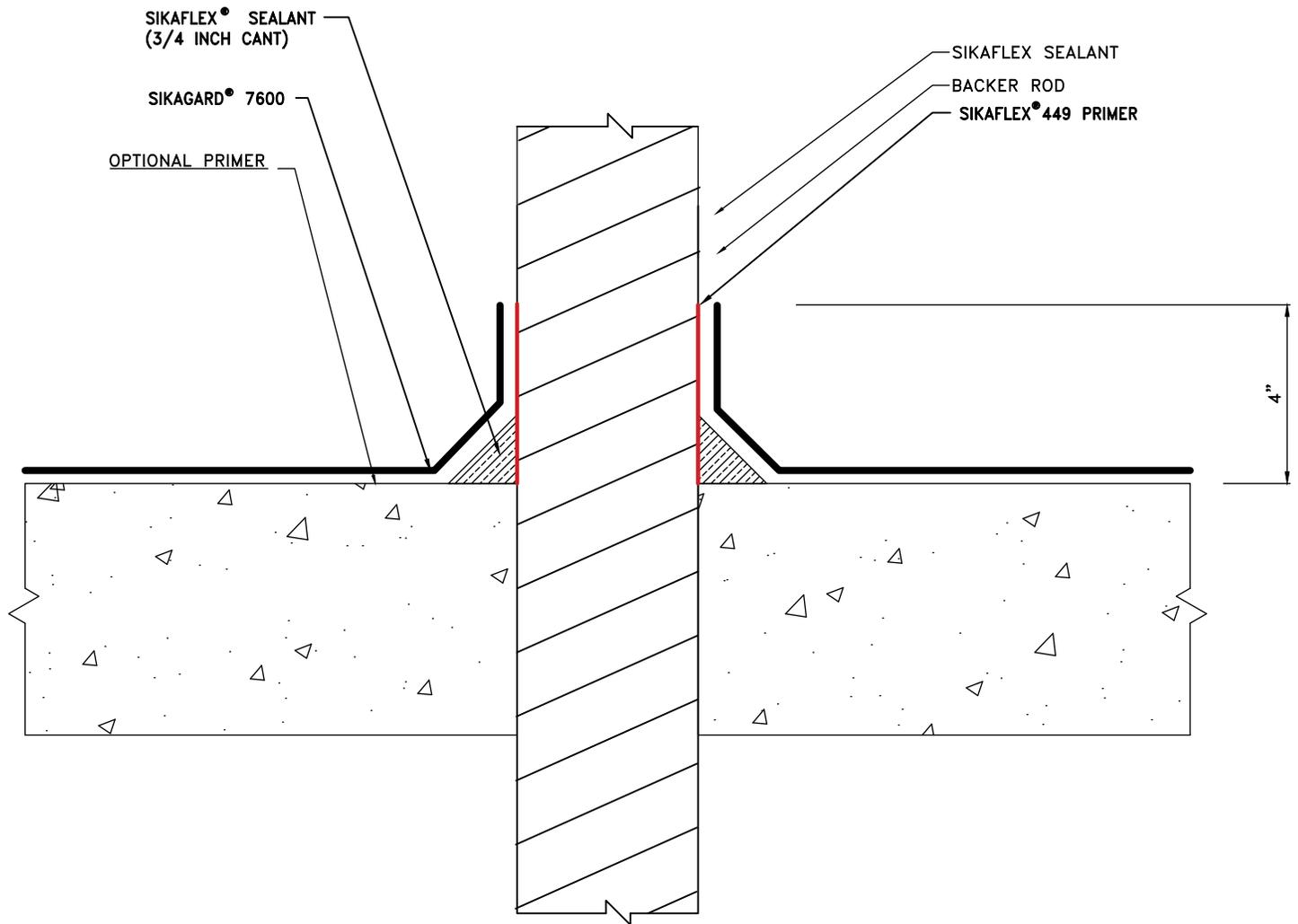
FILE NO.:

DRW. NO.:

WP.2.26B

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**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 TREATMENT OF  
PVC PENETRATION**

SCALE:

N.T.S.

DATE:

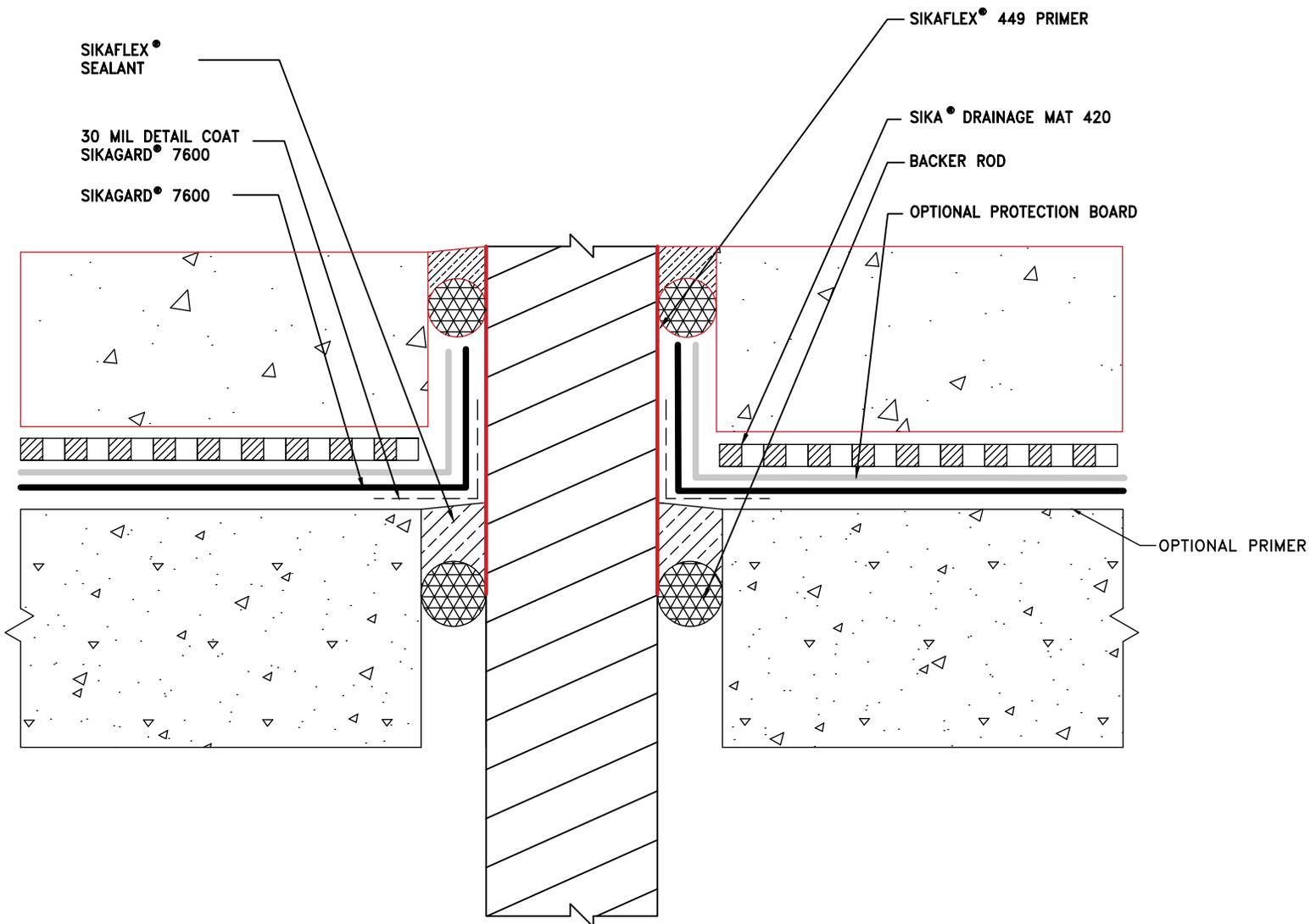
10/15/2019

FILE NO.:

DRW. NO.:

WP.2.27B

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**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**SIKAGARD 7600 TREATMENT OF  
PVC PENETRATION**

SCALE:

**N.T.S.**

DATE:

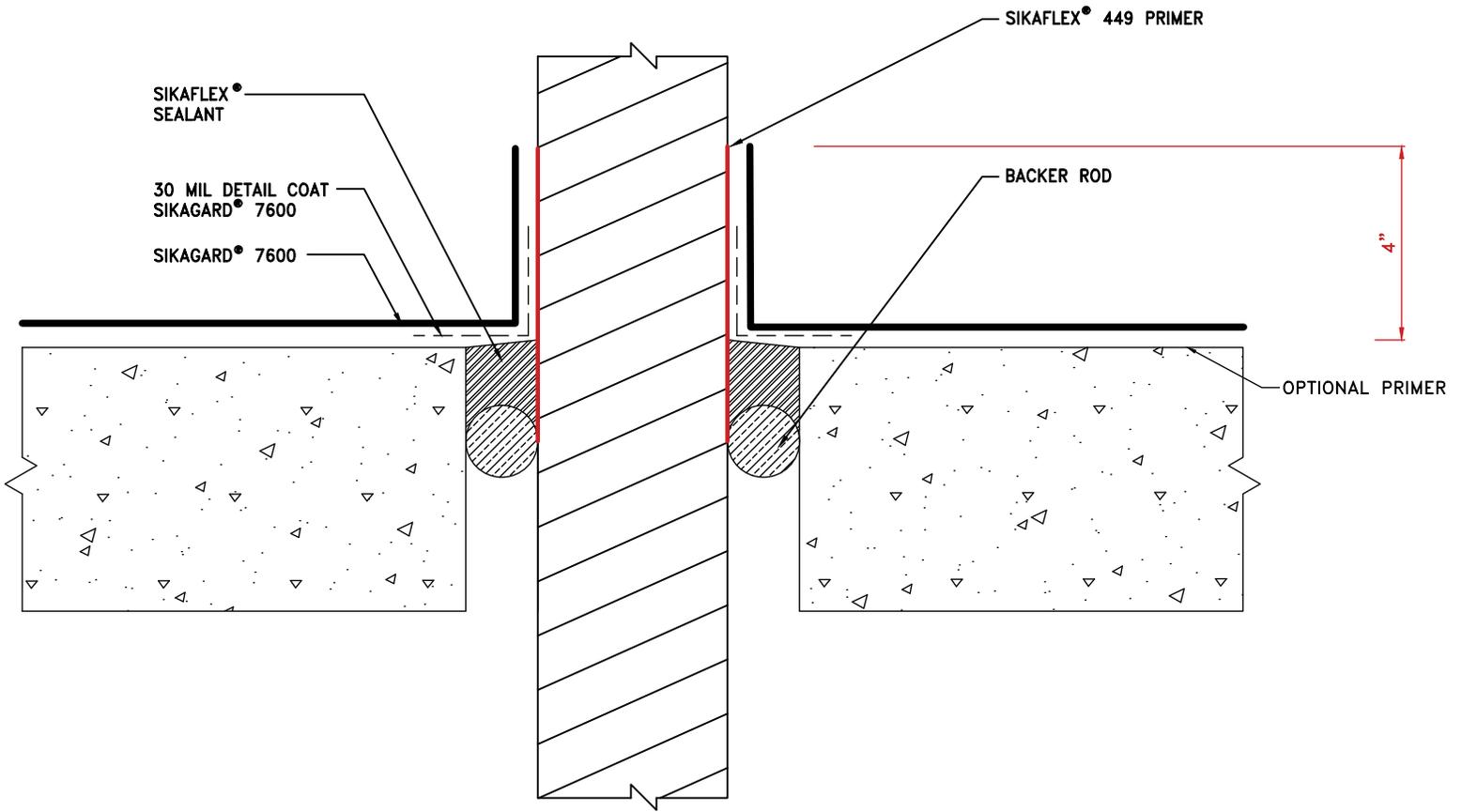
**10/30/2019**

FILE NO.:

DRW. NO.:

**WP.2.28A**

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS REQUIREMENTS



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www.sikausa.com

JOB NAME:

DETAIL TITLE

SIKAGARD 7600 TREATMENT OF  
PVC PENETRATION

SCALE:

N.T.S.

DATE:

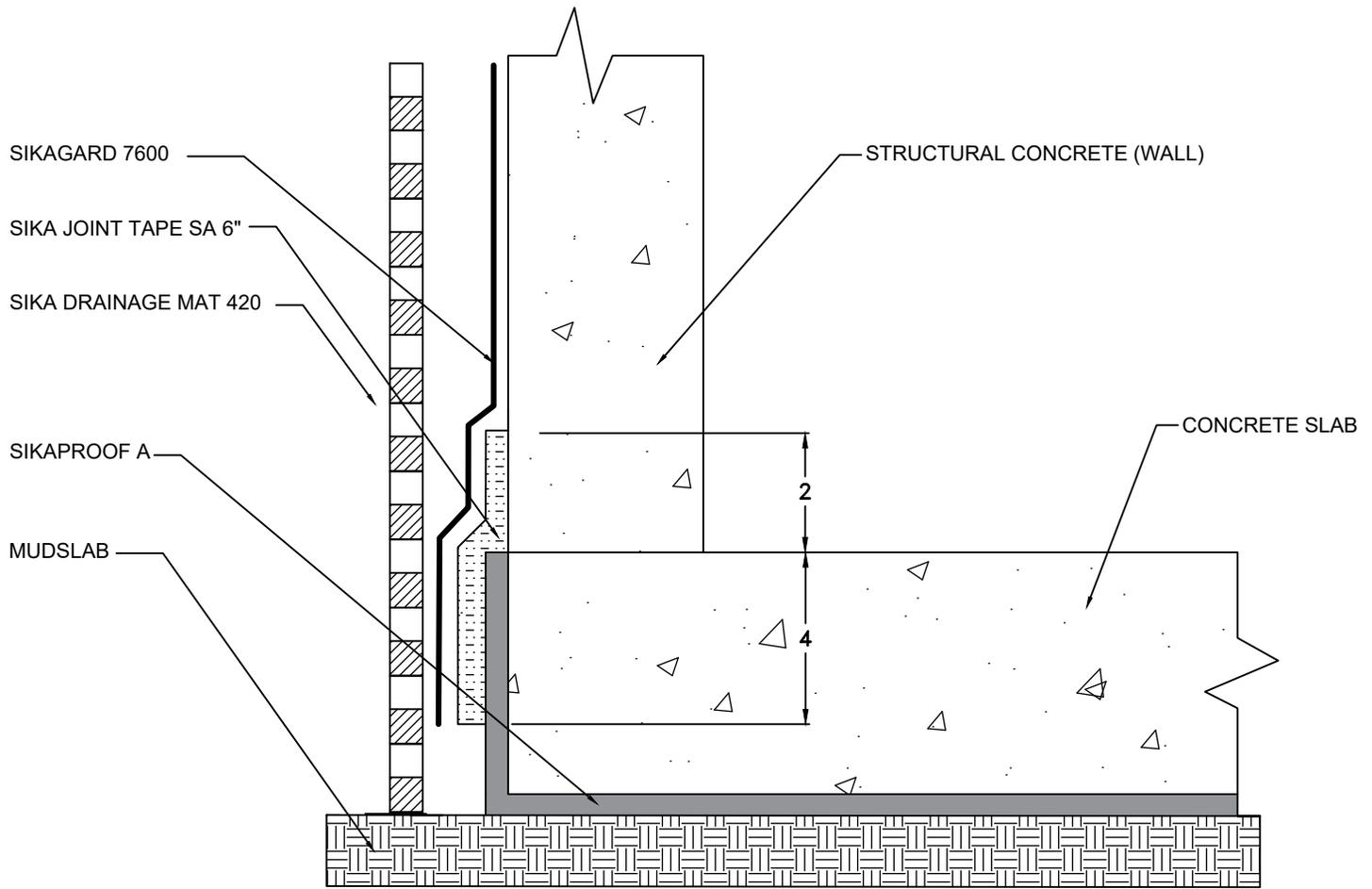
10/15/2019

FILE NO.:

DRW. NO.:

WP.2.28B

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**NOTES:** REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**HORIZONTAL TRANSITION DETAIL BETWEEN  
SIKA PROOF A AND SIKAGARD 7600**

SCALE:

N.T.S.

DATE:

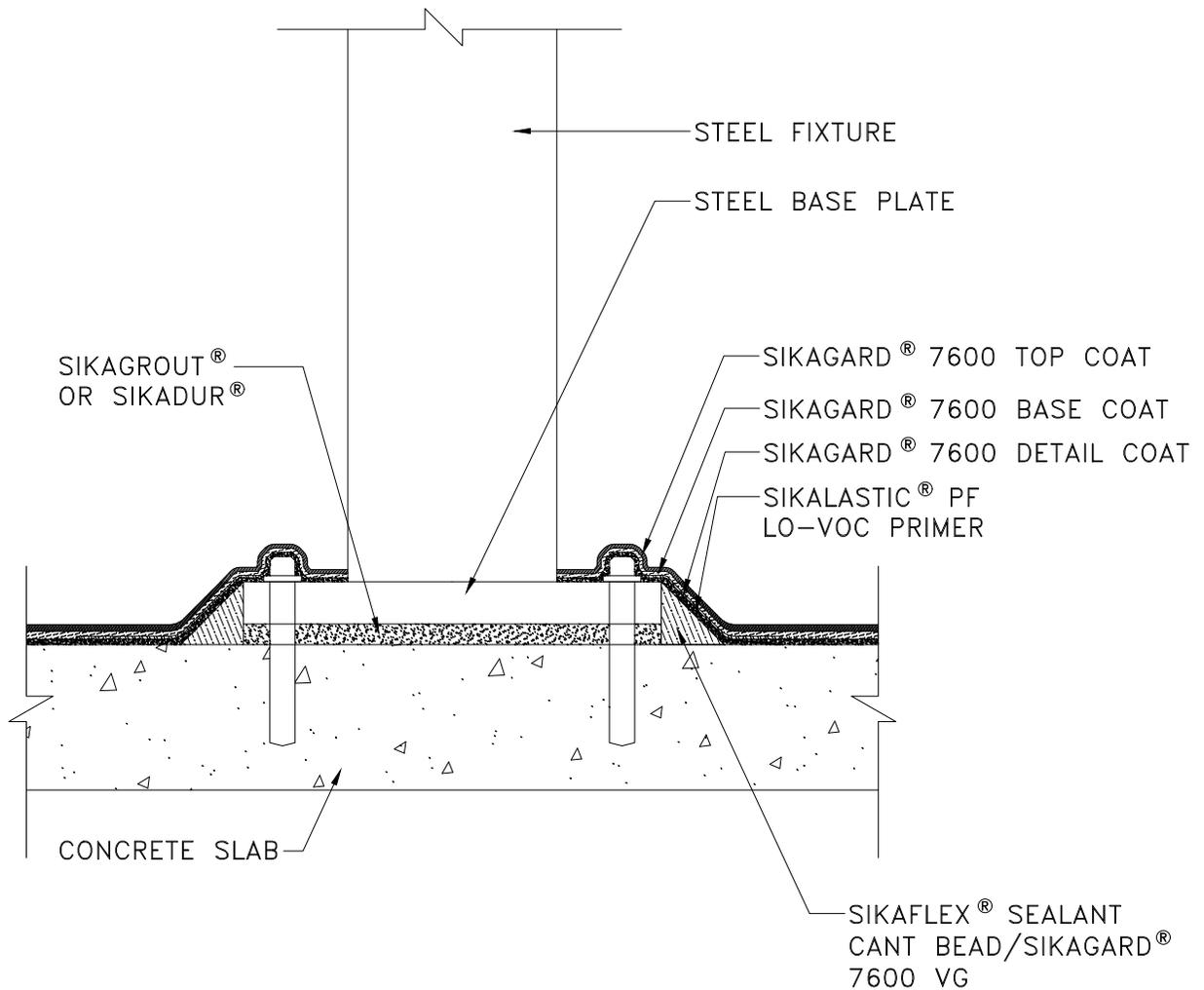
10/11/2019

FILE NO.:

DRW. NO.:

WP.2.29

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

**SIKAGARD 7600  
STEEL BASE PLATE DETAIL**

SCALE:

N.T.S.

DATE:

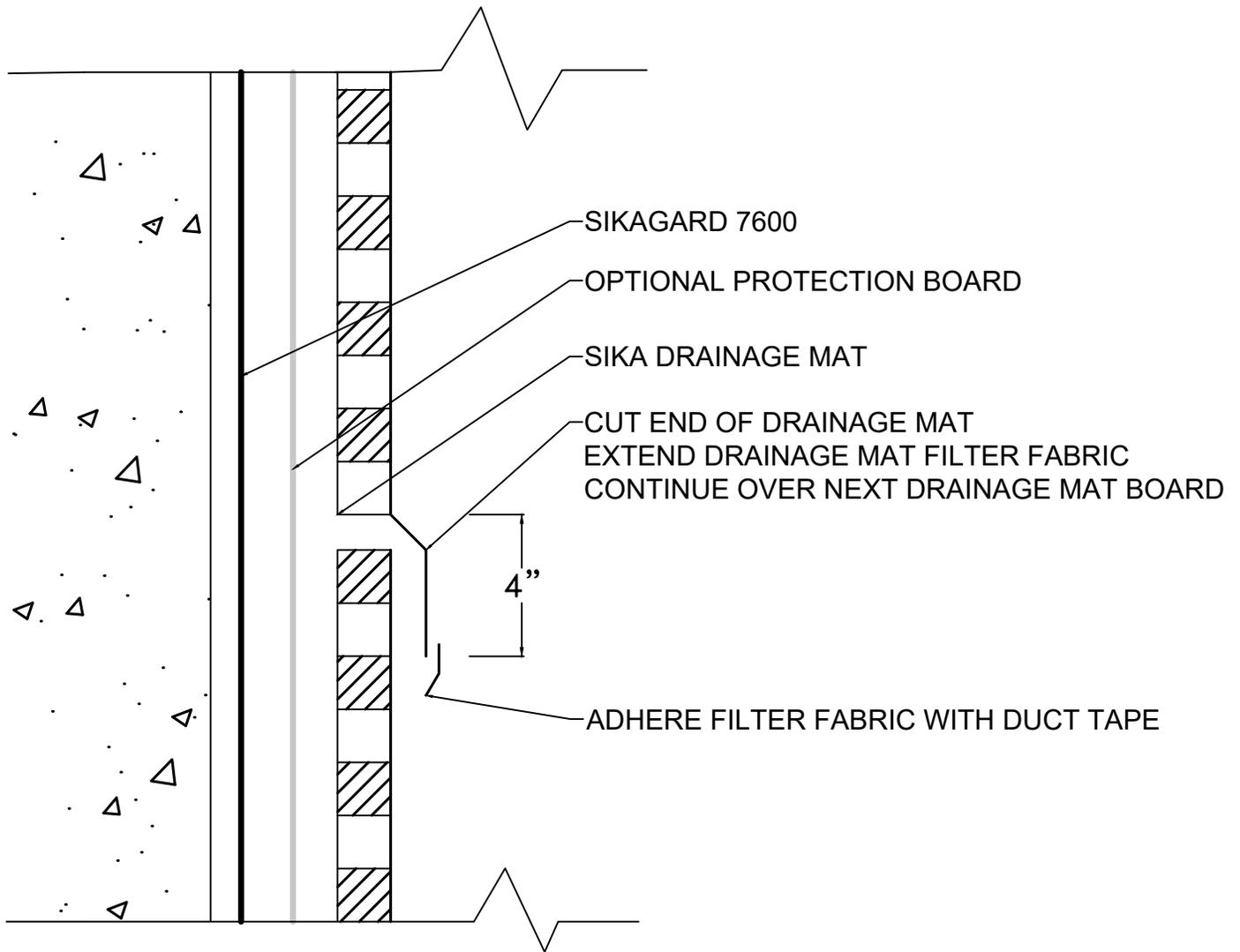
11/27/2019

FILE NO.:

DRW. NO.:

WP.2.30

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NOTES: REFER TO SYSTEM GUIDE FOR PRIMING, SIKAGARD 7600 THICKNESS, PROTECTION BOARD, AND DRAINAGE MAT REQUIREMENTS



1-800-933-SIKA (7452)  
www.sikausa.com

JOB NAME:

DETAIL TITLE

Continuation of Drainage Mat

SCALE:

N.T.S.

DATE:

11/27/2019

FILE NO.:

DRW. NO.:

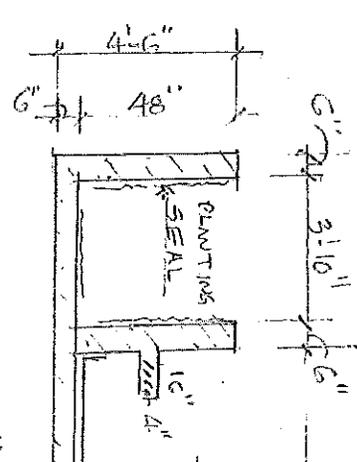
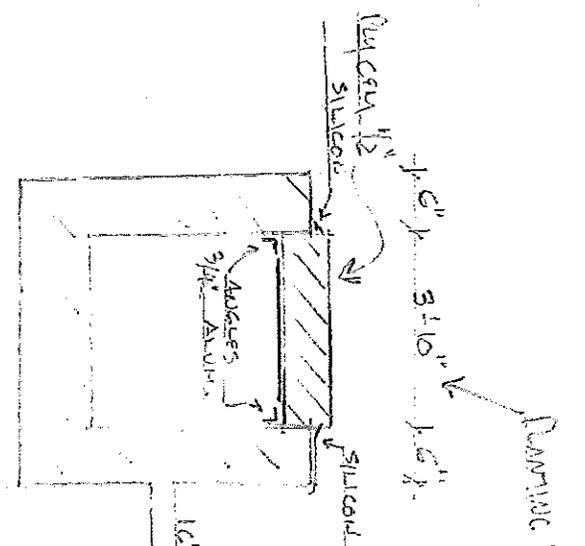
WP.2.31

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Dimensions & Terminate Details

Plumbing Section

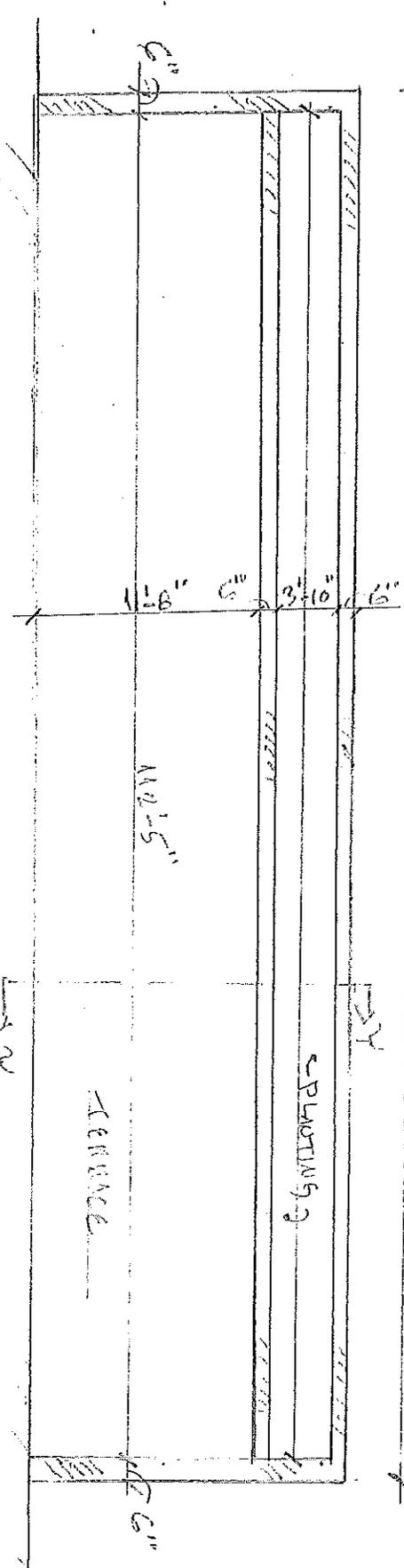
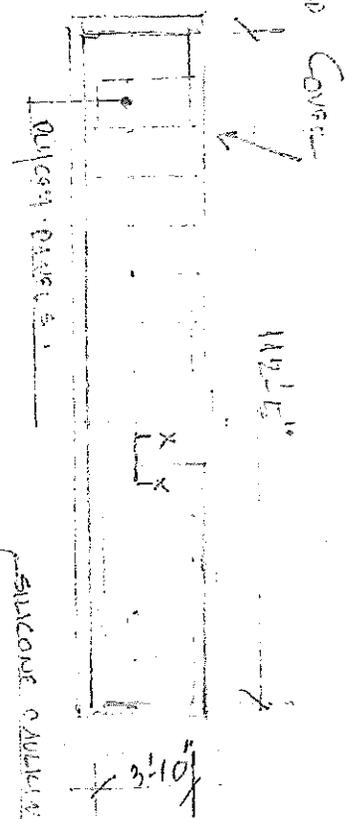


13.5"

Section Y-Y

Termination

Blind Details



Dimensions & Details

Plumbing Section

Termination

Blind Details



8/10/2025- Terrace View



8/10/2025



8/10/2025



8/10/2025

**FEDERAL TRANSIT ADMINISTRATION CLAUSES  
ATTACHMENT**

**MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES**

(This matrix does not apply to micro-purchases,<sup>1</sup> except that Davis Bacon requirements apply to all federal construction contracts over \$2,000)

Last revised: September 22, 2022

**This Matrix is not meant to be all inclusive. Please review the specific funding source, as well as all clauses for applicability to the type of contract and flow down requirements.**

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
1.	<a href="#">No Federal government obligations to third parties by use of a disclaimer</a>	All	All	All	All	All	√
2.	<a href="#">Program fraud and false or fraudulent statements and related acts</a>	All	All	All	All	All	√
3.	<a href="#">Access to Records</a>	All	All	All	All	All	√
4.	<a href="#">Federal changes</a>	All	All	All	All	All	√

<sup>1</sup> Currently set at \$10,000. 2 CFR § 200.320.

\* Per 41 CFR Part 60- 1.3, *Construction work* means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
5.	<u>Civil Rights (EEO, Title VI &amp; ADA)</u>	All	All	All	All	All	√
6.	<u>Incorporation of FTA Terms</u>	All	All	All	All	All	√
7.	<u>Energy Conservation</u>	All	All	All	All	All	√
8.	<u>Termination Provisions (not required of states)</u>	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	√
9.	<u>Debarment and Suspension</u>	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	√
10.	<u>Buy America</u>			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)	
11.	<u>Provisions for resolution of disputes, breaches, or other litigation</u>	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	√
12.	<u>Lobbying</u>	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	√
13.	<u>Clean Air</u>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	√
14.	<u>Clean Water</u>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
15.	<a href="#">Cargo Preference</a>			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	√
16.	<a href="#">Fly America</a>	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	√
17.	<a href="#">Davis Bacon Act and Copeland Anti-Kickback Act</a>				Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, >\$2,000 (including ferry vessels)		√
18.	<a href="#">Contract Work Hours &amp; Safety Standards Act</a>		Contracts >\$100,000 that involve the	Contracts >\$100,000 that involve the	Contracts >\$100,000 that involve the		√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
			employment of mechanics or laborers	employment of mechanics or laborers	employment of mechanics or laborers (including ferry vessels)		
19.	<a href="#">Bonding</a>				>\$250,000 (including ferry vessels) or as determined by the Authority and the federal awarding agency.		√
20.	<a href="#">Seismic Safety</a>	A&E for new buildings & additions			New buildings & additions		√
21.	<a href="#">Public Transportation Employee Protective Arrangements</a>		FTA programs involving public transportation operations funded with 5307-5312, and 5316				

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
22.	<a href="#">Charter Service Operations</a>		All transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds				
23.	<a href="#">School Bus Operations</a>		All transit operations contracts				
24.	<a href="#">Drug and Alcohol Testing</a>		All transit operations contracts				
25.	<a href="#">Patent and Rights in Data</a>	Research & development					
26.	<a href="#">Special DOL EEO clause for construction projects</a>				>\$10,000		√
27.	<a href="#">Disadvantaged Business Enterprises (DBEs)</a>	All	All	All	All	All	√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
28.	<a href="#">Recycled Products (Solid Wastes)</a>		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year	√
29.	<a href="#">ADA Access</a>	A&E	All	All	All		√
30.	<a href="#">Veterans Preference</a>	All	All	All	All	All	√
31.	<a href="#">Motor Carrier Safety</a>	All	All	All	All	All	√
32.	<a href="#">Safe Operation of Motor Vehicles</a>	All	All	All	All	All	√
33.	<a href="#">Protection of Sensitive and Personally Identifiable Information</a>	All	All	All	All	All	√
34.	<a href="#">Trafficking in Persons</a>	All	All	All	All	All	√
35.	<a href="#">Tax Liability and Recent Felony Convictions</a>	All	All	All	All	All	√
36.	<a href="#">Construction Site Safety</a>				All		√
37.	<a href="#">Domestic Preferences for</a>	All	All	All	All	All	√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
	<a href="#">Procurements</a>						
38.	<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	√
39.	<a href="#">Bus Testing</a>			<i>All, except minivans</i>			
40.	<a href="#">Pre-Award and Post-Delivery Audit Requirements</a>			<i>All</i>			
41.	<a href="#">FTA Clauses Required when DBE threshold has been met</a>	<i>If DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	<i>DBE threshold has been met</i>	√
42.	Representation Regarding Certain Telecommunication and Video Surveillance Services or Equipment						

## REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

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**These requirements do not apply to micro-purchases (\$10,000 or less), except that Davis-Bacon requirements apply to contracts over \$2,000.**

**Applicability data is found on the table above and with each clause below. Please review your specific funding source for additional applicability and requirements.**

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### **1. No Federal Government Obligation to Third Parties.**

Authority - FTA Master Agreement FY2020 at Section 3(l)

Applicability - all contracts

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

### **2. Program Fraud and False or Fraudulent Statements and Related Acts.**

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 C.F.R. part 31, FTA Master Agreement at Section 39(b)(2).

Applicability - all contracts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Additional Notice to U.S. DOT Inspector General.* The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

### **3. Access to Records and Reports.**

Authority - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333 and 49 C.F.R. part 633, 49 CFR part 625, 49 CFR part 630, FTA Master Agreement FY2020 at Sections 8(c)(1) and 20.

Applicability – all contracts

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

e. Contractor agrees to comply with FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

#### **4. Federal Changes.**

Authority – FTA Master Agreement (25) at Section 9(c)(1)

Applicability – all contracts

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

#### **5. Civil Rights (Title VI, EEO, ADA).**

Authority – Appendix II to Part 200, FTA Master Agreement FY2020 at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - all contracts

The XXX is an Equal Opportunity Employer. As such, the XXX agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the XXX agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

**6. Incorporation of Federal Transit Administration (FTA) Terms.**

Authority – FTA Master Agreement (25) at Section 3(i)(5)

Applicability - all contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**7. Energy Conservation.**

Authority - 42 U.S.C. 6321 et seq. and 49 C.F.R. part 622, subpart C

Applicability - all contracts

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

## **8. Termination Provisions.**

Authority - 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B), FTA Master Agreement at Section 16(d)(2)

Applicability – all contracts

For all contracts in excess of \$10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – none.

## **9. Government-Wide Debarment and Suspension.**

Authority - 2 C.F.R. part 180, 2 C.F.R. § 180.300, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement FY2020 at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the XXX. If it is later determined by the XXX that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the XXX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or

Bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

#### **10. Buy America Requirements.**

Authority - 49 U.S.C. 5323(j) and 49 C.F.R. part 661 (49 C.F.R. § 661.13(b) and 49 C.F.R. § 661.6), FTA Master Agreement FY2020 at Sections 3(h) and 16(d)(1), FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000. Work orders and small purchases of less than one hundred fifty thousand dollars (\$150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The Bidder must submit to XXX the appropriate Buy America certification below with its Bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The XXX presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The XXX reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In addition to the aforementioned Buy America Requirements, the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58 that includes the Build America, Buy America Act (“the Act”) Pub. L. No. 117-58, §§ 70901-58, specifically §70914 of the Act, requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Definitions*

“Construction materials” include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

#### **11. Provisions for resolution of disputes, breaches, or other litigation.**

Authority – FTA Master Agreement FY2020 at Section 39(b)(1)-(2).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

## **12. Lobbying Restrictions.**

Authority - 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (I) and 49 C.F.R. part 20, appendix A, FTA Master Agreement FY2020 at Section 4(c)

Applicability - All contracts over \$100,000

A. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

## **13. Clean Air**

Authority - 42 U.S.C. 7401–7671q and FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over \$150,000 at every tier.

#### **14. Clean Water.**

Authority - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over \$150,000 at every tier.

#### **15. Cargo Preference - Use of United States-Flag Vessels.**

Authority - 46 U.S.C. § 55305 and 46 C.F.R. part 381.7, FTA Master Agreement FY2020 at Section 15(b), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

**16. Fly America.**

Authority - 49 U.S.C. § 40118, 41 C.F.R. part 301-10 and 48 C.F.R. part 47.4, FTA Master Agreement FY2020 at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Flow Down Requirements - The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**17. Davis-Bacon and Copeland Anti-Kickback Acts.**

Authority – Appendix II to Part 200, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 18 U.S.C. § 874, and 29 C.F.R. part 5 (29 C.F.R. § 5.5), 29 C.F.R. § 3.1 and 3.11, 18 U.S.C. § 874, 40 U.S.C. § 3145, FTA Master Agreement FY2020 at Section 16(d)(4), FTA C 4220.1F at Appendix D

Applicability - Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Flow Down Requirements - These requirements extend to all third party contractors and their subcontracts at every tier and subrecipients and their subcontracts at every tier.

**18. Contract Work Hours and Safety Standards Act**

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 C.F.R. part 1926, FTA Master Agreement FY2020 at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

### **19. Bonding.**

Authority - 2 CFR 200.325, FTA Master Agreement FY2020 at Section 16(n), FTA C 4220.1F at Appendix D

Applicability – For all FTA Funded construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$250,000), the federal awarding agency may accept the bonding policy and requirements of XXX if the federal awarding agency has made a determination that the federal interest is adequately protected.

As per **Section I Bonds & Insurance**, in this solicitation package, a Bid Security in the amount of five percent (5%) of the total Bid price is required. The Contract, if awarded, shall require a Performance Bond and Payment Bond equal to 100% of the contract price from the awarded Contractor. Specific bonding and insurance requirements are set forth in the Solicitation package. Insurance shall be written by an insurer who holds a current Certificate of Authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of “A” or better.

**20. Seismic Safety.**

Authority - 42 U.S.C. 7701 et seq., 49 C.F.R. § 41.117 and Executive Order (E.O.) 12699, FTA C 4220.1F at Appendix D

Applicability – Design and construction of new buildings and additions to existing buildings.

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Flow Down Requirements - The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

**21. Public Transportation Employee Protective Arrangements.**

Authority - 49 U.S.C. § 5333(b) (“13(c)”) and 29 C.F.R. part 215, FTA Master Agreement FY2020 at Section 24(d)

Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

## **22. Charter Service Operations.**

Authority - 49 U.S.C. 5323(d) and (r) and 49 C.F.R. part 604, FTA Master Agreement FY2020 at Section 28

Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

Flow Down Requirements - The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

### **23. School Bus Operations.**

Authority - 49 U.S.C. 5323(f) and 49 C.F.R. part 605, FTA Master Agreement FY2020 at Section 29

Applicability - Contracts for operating public transportation service.

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Flow Down Requirements - The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

### **24. Drug and Alcohol Testing - Substance Abuse Requirements.**

Authority - 49 U.S.C. § 5331, 49 C.F.R. part 655 and 49 C.F.R. part 40.11(c), FTA Master Agreement FY2020 at Section 35, FTA C 4220.1F at Appendix D

Applicability – all transit operations contracts

Third party contractors who perform safety-sensitive functions must comply with FTA’s substance abuse management program under 49 C.F.R. part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.” Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- 5) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

- (A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.
- (B) An education and training program which meets the requirements of §655.14.
- (C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.
- (D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

Flow Down Requirements -The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the XXX.

## 25. Patent and Rights in Data.

Authority - 2 C.F.R. part 200, Appendix II (F) and 37 C.F.R. §401.3, FTA Master Agreement FY2020 at Sections 17 and 18, FTA C 4220.1F at Appendix D

Applicability - Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$3,500). If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **Intellectual Property Rights**

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below.

For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Flow Down Requirements - The Patent Rights and Rights in Data requirements flow down to all third party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.

**26. Special Department of Labor (DOL) EEO clause for Construction Projects.**

Authority - Executive Order 11246, 41 CFR § 60-1.4(b), FTA Master Agreement FY2020 at Section 12(d), FTA C 4220.1F at Appendix D

Applicability – Federal or federally assisted construction contracts and subcontracts in excess of \$10,000.

**Additional Equal Opportunity Clauses for Construction Contracts.**

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.

*(full language follows):*

**Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Flow Down Requirements - The Special Department of Labor (DOL) EEO clause for Construction Projects requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

## **27. Disadvantaged Business Enterprises (DBEs).**

Authority - 49 C.F.R. part 26, 49 C.F.R. § 26.13(b), FTA Master Agreement FY2020 at Section 12(e)(4)(ii), FTA C 4220.1F at Appendix D

Applicability - all contracts

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C.§101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as XXX deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. Note that it is the XXX's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the XXX to make sure it intervenes to monitor compliance. The onus for compliance is on the XXX.

## **28. Recycled Products (Solid Wastes).**

Authority - 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.323, FTA Best Procurement Practices Manual, FTA C 4220.1F at Appendix D

Applicability –All contracts over \$10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

Flow Down Requirements - These requirements flow down to all applicable subcontracts at all tiers.

## **29. ADA Access.**

Authority – 49 U.S.C. § 5301, 29U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement FY 2020 at Section 12(h), FTA C 4220.1F at Appendix D-3.

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; (6) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission,

“Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

### **30. Veterans Preference.**

Authority – 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(u)

Applicability – all contracts

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Flow Down Requirements – None.

### **31. Motor Carrier Safety**

Authority - FTA Master Agreement, FY2020 Section 33

Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;

(3) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and

(4) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**32. Safe Operation of Motor Vehicles.**

Authority - FTA Master Agreement, FY2020 Section 34(a)(2) and (b)(iii)

Applicability - all contracts

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or XXX. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**33. Protection of Sensitive and Personally Identifiable Information**

Authority - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules

Applicability - all contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **34. Trafficking in Persons**

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); FTA Master Agreement FY 2020 at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not: Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, Procure a commercial sex act during the period of time that the Contract is in effect, or Use forced labor in the performance of the Contract or subagreements thereunder. Violation of this provision provides XXX the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **35. Federal Tax Liability and Recent Felony Convictions**

Authority - 2019 Pub. L 116-6; FTA Master Agreement FY 2020 at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the XXX, the undersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **36. Construction Site Safety**

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926, and FTA Master Agreement FY 2020 at Section 24(a)(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other

relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. part 1910; and “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **37. Domestic Preferences for Procurements**

Authority - 2 CFR part 200 Appendix II (L); 2 C.F.R. § 200.322

Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Authority - 2 CFR part 200 Appendix II (K); 2 C.F.R. § 200.216

Applicability - all contracts

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits XXX from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the XXX any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the XXX on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the XXX immediately.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

### **39. Bus Testing.**

Authority - 49 U.S.C. § 5318(e) and 49 C.F.R. part 665, FTA Master Agreement FY2020 at Section 16(m)

Applicability - Rolling stock, except minivans

Contractor shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or

configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Flow Down Requirements - none.

**40. Pre-Award and Post-Delivery Audit Requirements.**

Authority - 49 U.S.C. 5323(m) and 49 C.F.R. part 663, FTA Master Agreement FY2020 at Section 16(m)

Applicability - Rolling stock

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Flow Down Requirements – none.

**41. FTA Clauses Required when DBE Threshold Has Been Met**

Applicability – all contracts where there is DBE Participation

**a. Contract Assurance. 49 CFR Part 26.13**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26.13 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**b. Monitoring the Performance of other Program Participants.** 49 CFR Part 26.37

The XXX will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the XXX into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to XXX's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**c. Prompt Payment.** 49 CFR part 26.29(a)

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the XXX. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**d. Return of Retainage.** 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the XXX. When XXX has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**e. Termination for Convenience (DBE).** 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from XXX's Diversity & Equity Program Office.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from XXX's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the XXX.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

**Full and Open Competition.**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Access Requirements for Persons with Disabilities.**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation.**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress.**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors.**

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Compliance with Federal Regulations.**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

**Real Property.**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency.**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice.**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

**Environmental Protections.**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data.**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Restrictions.**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

**In-State Bus Dealer Restrictions.**

The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

**Organizational Conflicts of Interest.**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational

conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Project Labor Agreements.**

As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, “Use of Project Labor Agreements for Federal Construction Projects,” February 6, 2009 (74 Fed. Reg. 6985).

**Force Account.**

The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

**FTA Technical Review.**

The Recipient agrees that FTA may review and approve the Recipient’s technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

**Relationship of the Award to Third Party Contract Approval.**

The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only.**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the Florida Department of Transportation. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the Florida Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

**Veterans Preference.**

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Safe Operation of Motor Vehicles.**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or XXX.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number.**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration.**

Non-urbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

**ATTACHMENT A**  
**CERTIFICATIONS**

**CERTIFICATION OF COMPLIANCE**

**(EO 1991-24)**

The CONTRACTOR certifies and assures the AUTHORITY that upon contract signing income taxes have been filed for the five (5) years previous to this CONTRACT and that no income tax is due to the Commonwealth of Puerto Rico, or that a payment plan is being complied with in all its terms and conditions. This is an essential condition of the present CONTRACT, and if not correct in all or part of the above certified, this shall be sufficient cause for the AUTHORITY to terminate same and the CONTRACTOR must return to the AUTHORITY any and all compensation received under this CONTRACT, in accordance with EXECUTIVE ORDER NUMBER 1991-24.

---

Signature

---

Date

---

Name of Company

## **CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

---

Signature

---

Date

---

Title

---

Firm

**BUY AMERICA PROVISION**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661.

A Buy America Certificate, as per the attached format, must be completed and submitted with the bid. A bid, which does not include the certificate, will be considered non-responsive.

A waiver from the Buy America Provision may be sought by (Recipient) if grounds for the waiver exist.

**BUY AMERICA CERTIFICATE  
FOR STEEL OR MANUFACTURED PRODUCTS**

The bidder hereby certifies that it will comply with the requirements of Section 165A of the Intermodal Surface Transportation Efficiency Act of 1991 and the regulations at 49 CFR661.

_____	_____
Signature	Date
_____	_____
Title	Firm

**OR**

(Sign one of the two)

**§ 661.6 Certification requirements for procurement of steel or manufactured products.**

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date

Signature

Company

Name

Title

**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date

Signature

Company

Name

Title

## **LABOR PROVISION**

Bidder certifies as to compliance with statutory requirement of 40 United States Code 329 and Regulations set forth at 29 Code Federal Regulations, Part 5.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

The Following Certification of Integrity must be signed and included in all contracts  
between \$50,000-250,000

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion-Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation on this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Signature

---

Date

---

Name

---

Title

---

Company

**ATTACHMENT B**  
**BID PROTEST PROCEDURES**

## **BID PROTESTS**

### **1. FTA REVIEW OF PROTESTS**

a. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.

b. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 CFR Section 23.73.

c. FTA will only review protests submitted by an interested party as defined in paragraph 3, below.

**2. REMEDY.** FTA's remedy for a grantee's failure to have written protest procedures or failure to follow such procedures is limited to requiring the grantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the grantee desires FTA financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

**3. DEFINITIONS.** For the purposes of this Chapter, the following definitions apply:

a. **"Days"** refer to working days of the Federal Government.

b. **"File" or "submit"** refers to the date of receipt by FTA.

c. **"Interested party" means** an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

d. **"Bid"** includes the term "offer" or "proposal" as used in the context of negotiated procurements.

**4. TIME FOR FILING.**

a. Protestors shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's protest procedure. In instances where that protestor alleges that the grantee failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

b. Grantees shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph h. After five days, the grantee shall confirm with FTA that FTA has not received a protest on the contract in question.

**5. SUBMISSION OF PROTEST TO FTA.**

a. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee.

b. The protest filed with FTA shall:

(1) Include the name and address of the protestor.

(2) Identify the grantee, project number, and the number of the contract solicitation.

(3) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.

(4) Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

**6. GRANTEE RESPONSE.**

a. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee shall instruct all who receive such notice that they may communicate further directly with FTA.

b. The grantee shall submit the following information not later than ten days after receipt of notification by FTA of the protest:

(1) a copy of the grantee's protest procedure:

(2) a description of the process followed concerning the protestor's protest; and

(3) any supporting documentation.

c. The grantee shall provide the protestor with a copy of the above submission.

**7. PROTESTOR COMMENTS.** The protestor must submit any comments on the grantee's submission not later than ten days after the protestor's receipt of the grantee's submission.

**8. WITHHOLDING OF AWARD.** When a protest has been timely filed with the grantee before award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the grantee determines that:

- a. The items to be procured area urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event that the grantee determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the grantee shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to FTA'S bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

**9. FTA ACTION.** Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

FTA Act Section 9 (g) (2). Finally, Section 3 (a) (2) (C) prohibits the use of any grant or loan funds to support procurements using exclusionary or discriminatory specifications.

Such discretion is necessary with limited preaward and bid protest review to assure compliance with procurement requirements and standards. The discretion should also assist grantees by reducing FTA's presence in individual procurements and, where called for, limiting review to a specific issue, thereby minimizing the effort needed for a full-scale compliance review.

**e. Bid protest procedures.** FTA substantially limits its review or bid protests under this circular. In accordance with the Federalism Executive Order, most protest issues are best resolved at the State and local level. Thus, FTA now only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or violation of Federal law or regulation. Interested parties must have the opportunity to present their concerns to the grantee and grantees must have a formal, written process for considering such concerns.

Interested parties that disagree with the grantee's decision then have a formal record with which to proceed to a State or local administrative or judicial authority. If grantees have an appropriate protest process and follow such process, extensive FTA involvement in bid protests is unnecessary.

In accordance with this reduced FTA role, the remedy for a grantee's failure to have or follow its protest procedures is simply to require the grantee to do so, if it desires Federal financial assistance for the contract in question. Consistent with the reduced circumstances of FTA review, the circular also streamlines the review procedure.

**f. Grantee Procurement Requirements and Standards.** In addition to the major changes reducing FTA's involvement in grantee third party procurement, the circular sets forth Federal requirements applicable to such procurements in Chapter I. The paragraph essentially sets forth the procurement provisions of OMB Circular A-102, making several modifications and additions needed to address special characteristics of the FTA grant program.

Paragraph I-1 delineates the grantee procurements that are subject to the Federal requirements and standards. It clarifies, for grantees receiving operating assistance, that the provisions apply to.

## **PROTESTS**

### **POLICIES**

#### **General**

Protesting bidders must submit any protests within five working days (ten working days for competitive negotiation contracts) following the notice of recommended award. No protests received after the fifth working day (or tenth working day in the case of a competitive negotiation contract) will be considered. All protests received from bidders (a "protesting bidders") will be directed to the Director, Purchasing Bureau.

Supported by MBA staff and its consultants and legal counsel, the Director, Purchasing Bureau will submit recommendations in writing to the President and General Manager (P & GM) for review and decision. The P & GM reviews the MBA and consultant's comments and recommendations and renders a final decision in writing. The decision of the P & GM will be final and not subject to appeal.

### **PROCEDURES**

#### **Processing of Protests**

- |                                |  |
|--------------------------------|--|
| Director, Purchasing<br>Bureau | 1. Receives protest and justification for the protest. Distributes copies to contracts staff, legal counsel, program director and appropriate MBA and consultant technical staff for review and consideration. |
|                                | 2. Notifies recommended bidder and supplies it with a copy of the protest and justification, for comment. Coordinates review of protest. Reviews protest and evaluates its validity.                           |
| Purchase Awards<br>Board       | 3. Review protest justification and prepare evaluation and recommendation comments. Prepare evaluation recommendation summary. Submit to Director Purchasing Bureau for handling.                              |
| Director, Purchasing<br>Board  | 4. Submits evaluation recommendation to P & GM for review.   |
| P & GM                         | 5. Review and evaluate protest, protest evaluation and recommendation summary.   |
|                                | 6. Renders decision. The decision of the P & GM is final and not subject to appeal.  |
|                                | 7. In all cases:   |

- if the decision is to reject the protest, authorizes award of the contract to proceed.
- if the decision is to sustain the protest, directs the Director, Purchasing Bureau to reopen evaluation of bids and responsiveness and responsibility of bidders.

Director, Purchasing  
Bureau

8. Notifies protesting bidder and recommended bidder of the P & GM decision and the consequences of that decision under this policy. Where Federal Funds are involved, MBA will not award a contractor five days following its decision on a bid protest, except in accordance with the provisions and limitations in the paragraph below. After five days, MBA will confirm with FTA that FTA has not received a protest on the contract in question.

### **Withholding Award**

When a protest has been timely filed with the MBA before award, MBA will not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA during the pendency of that protest, unless the MBA determines that:

‰ The items to be procured are urgently required:

‰ Delivery or performance will be unduly delayed by failure to make the award promptly; or

‰ Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event MBA determines that the award is to be made during the five days period following the local protest decision or the pendency of a protest, MBA will notify FTA prior to making such award. If the decision is made to award during this time, it should be recognized that FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.



Anejo A

### Firma Autorizada

Fecha: \_\_\_\_\_

\_\_\_\_\_  
Nombre Compañía / No. Licitador

Negocio privado     Corporación,    o     Asociación por la presente somete su oferta.

Seguro Social Patronal: \_\_\_\_\_

Hacemos constar que hemos leído todas las instrucciones, términos, condiciones y cláusulas del pliego de subastas.

La dirección sometida con esta oferta es la dirección donde recibimos nuestra correspondencia.

Yo, el firmante, CERTIFICO que estoy autorizado a firmar esta oferta y mi nombre y firma constan registradas en el Registro de Licitadores.

\_\_\_\_\_  
Nombre en letra de molde

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Puesto o cargo que ocupa

Dirección Postal:

Dirección Física:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No. Teléfono y Fax:

\_\_\_\_\_

#### Corporacion Foránea

\_\_\_\_\_  
Nombre del Agente Residente

\_\_\_\_\_  
Dirección

\_\_\_\_\_  
Teléfonos / Fax

Y PARA QUE ASÍ CONSTE, juro y firmo la presente declaración en \_\_\_\_\_ a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
DECLARANTE

Testimonio Número: \_\_\_\_\_

JURADO Y SUSCRITO ante mí por \_\_\_\_\_, de las circunstancias personales anteriormente mencionadas y a quien identifiqué mediante \_\_\_\_\_, en \_\_\_\_\_, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

NOTARIO PÚBLICO



Anejo B

### AUTORIZACIÓN DE DUEÑO O SOCIO PRINCIPAL DE NEGOCIO NO INCORPORADO

**ESTE FORMULARIO LO CUMPLIMENTARÁN LOS DUEÑOS DE NEGOCIOS NO REGISTRADOS O PARA CAMBIARLA PERSONA AUTORIZADA EN EL REGISTRO ÚNICO DE LICITADORES A FIRMAR OFERTAS**

YO, \_\_\_\_\_ mayor de edad, \_\_\_\_\_, vecino de \_\_\_\_\_, Puerto Rico con Seguro Social Patronal \_\_\_\_\_ - \_\_\_\_\_ y dueño/socio principal de la empresa \_\_\_\_\_ que no es una corporación, por la presente AUTORIZO a comparecer en mi representación y la del negocio en las subastas del gobierno del Estado Libre Asociado de Puerto Rico, y me comprometo a honrar los precios ofrecidos por él en estas subastas.

Dado hoy \_\_ de \_\_\_\_\_ de 20\_\_, en \_\_\_\_\_, Puerto Rico.

\_\_\_\_\_

Nombre en letra de molde

\_\_\_\_\_

Firma

\_\_\_\_\_  
Jurada y suscrita ante mí, la "Autorización para Comparecer en Subastas del gobierno del Estado Libre Asociado de Puerto Rico", expedida por el declarante cuyas señas han sido mencionadas y a quien doy fe de conocer ( ) personalmente ( ) por dichos, y lo he identificado mediante \_\_\_\_\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_.

Abogado-Notario



Anejo C

## RESOLUCIÓN CORPORATIVA

Yo \_\_\_\_\_, mayor de edad, (estado civil) \_\_\_\_\_, (profesión) \_\_\_\_\_, y vecino de \_\_\_\_\_, en calidad de Secretario de la Corporación \_\_\_\_\_, certifico:

Que la Junta de Directores se reunió en sesión ordinaria celebrada el día \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_, a la cual asistió el quórum reglamentario y resolvió autorizar a los oficiales nombrados a continuación, para que cualquiera de ellos, a nombre y en representación de esta corporación, puedan comparecer a los procesos de compra de bienes y servicios no profesionales realizados por las agencias de la Rama Ejecutiva del Estado Libre Asociado de Puerto Rico, corporaciones públicas y municipios, así como firmar ofertas y suscribir todo tipo de descuento requerido como parte de dicha comparecencia, por lo que sus firmas, las cuales se hacen constar en este documento, obligan a esta Corporación.

\_\_\_\_\_  
Nombre, firma y posición de persona autorizada a firmar ofertas

\_\_\_\_\_  
Nombre, firma y posición de persona autorizada a firmar ofertas

\_\_\_\_\_  
Nombre, firma y posición de persona autorizada a firmar ofertas

Y PARA QUE ASÍ CONSTE, firmo y sello esta Certificación con el sello de la Corporación, en San Juan, Puerto Rico, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_\_.

Secretario de la Corporación

Testimonio Número: \_\_\_\_\_

JURADA Y SUSCRITA ante mí por \_\_\_\_\_, mayor de edad, \_\_\_\_\_ y vecino(a) de \_\_\_\_\_, en su carácter de Secretario de la Corporación y a quien identifiqué mediante \_\_\_\_\_ en \_\_\_\_\_, Puerto Rico, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO



ANEJO D

*CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS*

Subasta Núm.: \_\_\_\_\_  
PARA LA ADQUISICIÓN DE \_\_\_\_\_

Yo, \_\_\_\_\_, de edad legal, de estado civil (casado/soltero), y residente de \_\_\_\_\_, he sido designado como representante autorizado de \_\_\_\_\_ ("el proponente") para el proceso de subasta en referencia, de la Autoridad Metropolitana de Autobuses (AMA). En virtud del interés de participar en la subasta en referencia, y consciente de que la AMA está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio de Puerto Rico, y por consiguiente apoyar y cumplir con la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico, certifico que:

1. Ningún servidor público o empleado de la AMA tiene un interés pecuniario con alguno de los Proponentes que participan en este Proceso de Adquisición, ni lo han tenido -directa o indirectamente- en los últimos cuatro (4) años.
2. Ningún servidor público o empleado de la AMA ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad con interés en este Proceso de Adquisición, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, como mecanismo de pago por llevar a cabo los deberes y responsabilidades de su posición relacionado a este Proceso de Adquisición.
3. Ningún servidor público o empleado de la AMA ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares

Iniciales del Proponente: \_\_\_\_\_

Página 1 / 2



y/o para cualquier otra persona, a cambio de que su actuación influya el resultado final de este Proceso de Adquisición.

4. No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la AMA que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la AMA.
5. En el caso de que el Proponente revele a la AMA un conflicto de intereses aparente, potencial o real, la AMA tomará las medidas apropiadas para abordar la divulgación tomando las siguientes medidas, que incluyen, entre otras, eliminar, mitigar o neutralizar el conflicto aparente, potencial o real, cuando corresponda, a través de medios tales como garantizar un equilibrio de puntos de vista, divulgación con los descargos de responsabilidad apropiados, restringiendo o modificando el trabajo a realizar para evitar o reducir el conflicto aparente, potencial o real.
6. Si el Proponente descubre un conflicto de intereses aparente, potencial o real después de que concluya el Proceso de Adquisición, hará una divulgación completa por escrito a la AMA. Esta divulgación incluirá una descripción de las acciones que el Proponente ha tomado o se propone tomar para evitar, mitigar o neutralizar el conflicto de intereses aparente, potencial o real.
7. El Proponente no tiene intereses presentes o actualmente planificados (financieros, contractuales, organizativos o de otro tipo) relacionados con el contrato o la orden de tarea que puedan resultar de este Proceso de Adquisición que crearía cualquier conflicto de intereses aparente, real o potencial (incluidos los conflictos de intereses para los miembros de la familia inmediata: cónyuges, padres, hijos) que afectaría su capacidad de ser imparcial, asistencia o asesoramiento técnicamente sólidos y objetivos, o que den lugar a que se le otorgue una ventaja competitiva desleal.
8. El Proponente ha ejercido, y continuará ejerciendo, la debida diligencia para evitar, identificar, eliminar o mitigar cualquier conflicto de intereses aparente, potencial o real a satisfacción de la AMA.
9. El proponente hace constar que su oferta es genuina y no colusoria o falsa; y que no ha conspirado, hecho contubernio, o acordado, directa o indirectamente, con ningún otro licitador o persona, presentar una oferta falsa, o abstenerse de licitar y no ha buscado en ningún asunto, directa o indirectamente, por acuerdo o contubernio, comunicación o conferencia, con cualquier persona, para fijar el precio de oferta del declarante o de cualquier otro licitador, o para fijar cualquier elemento general, de ganancia o costo de dicho precio de oferta, o del de cualquier otro postor, o para asegurar cualquier ventaja contra la AMA.

Iniciales del proponente: \_\_\_\_\_

Pág. 1 de 2



En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, también, certifico que:

Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la AMA.

Muy en especial, certificamos que la persona natural o jurídica, que aquí desea participar de la adjudicación de una subasta o en el otorgamiento de algún contrato, con la AMA, para la realización de servicios o la venta o entrega de bienes, que ni la persona natural o jurídica, o cualquier presidente, vicepresidente, director, director ejecutivo, o miembro de una junta de oficiales o junta de directores, o personas que desempeñen funciones equivalentes para la persona jurídica, ha sido convicta o se ha declarado culpable de cualquiera de los delitos enumerados en la Sección 6.8 de la [Ley 8-2017](#), según enmendada, conocida como "Ley Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico", o por cualquiera de los delitos contenidos en el referido Código.

En \_\_\_\_\_, Puerto Rico, hoy, \_\_\_\_\_.

Firma:

Nombre en letra de molde:

Número de seguro social:

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Jurada y suscrita ante mí, la "Autorización para Comparecer en Subastas del gobierno del Estado Libre Asociado de Puerto Rico", expedida por el declarante cuyas señas han sido mencionadas y a quien doy fe de conocer ( ) personalmente ( ) por dichos, y lo he identificado mediante

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_ de 20\_\_.

Abogado-Notario

Iniciales del proponente: \_\_\_\_\_

Pág. 1 de 2



AMA-01

**HOJA DE OFERTAS**

**Subasta Informal Núm. 45-2526-004**

Nombre de la Empresa:

Nombre del Representante Autorizado:

Dirección Postal:

Teléfono:

Correo Electrónico:

Número de Licitador (RUL)\*:

Numero de SAM:

PARTIDA	DESCRIPCIÓN	QTY	UNIT	COSTO UNITARIO	COSTO	TOTAL
<b>A</b>	<b>DEMOLITION &amp; REMOVALS</b>					
	1. Planting Soil	17	CY			
	2. Tiles, Bases & Agg.	1312	SF			
	<b>SUB TOTAL "A"</b>					
<b>B</b>	<b>PLANTING</b>					
	1. Seal Walls & Floor	1361	SF			
	2. Plycem Planting Cover	431	SF			
	3. Silicone Caulking	283	LF			
	4. Alum. Angle 3/4	233	LF			
	5. Plycem Joints Copling (T)	50	LF			
	<b>SUB TOTAL "B"</b>					
<b>C</b>	<b>FLOOR TILE &amp; TOPPING</b>					
	1. Quarry Tile 8"x8"	517	LF			
	2. Bases 8"	249	LF			
	3. Conc. Topping	995	SF			
	4. Seal Under Tile	1312	SF			
	5. Seal Above Tile	1312	SF			
	<b>SUB TOTAL "C"</b>					
<b>D</b>	<b>PAINT</b>					
	1. Walls & Planting Cover	1705	SF			
	<b>SUB TOTAL "D"</b>					
<b>E</b>	<b>REPAIR CONC. STRUCTURE UNDER TERRAZA FLOOR (SHOPS CLG.)</b>					
	1. Conc. Chipping & Fixing	1871	SF			
	2. Conc. Clg. Paint	1871	SF			
	<b>SUB TOTAL "E"</b>					
	<b>General Conditions (25%)</b>					
	Especificaciones:					
	Términos y Condiciones:					
	Garantía:					
	Término de Entrega:					
	Oferta			\$	\$	

<b>Precio Adjudicación</b>	
Si opta por no someter oferta, indique la justificación si desea ser considerado en futuras ocasiones.	

Instrucciones:

- 1 Para cada partida, incluya una breve descripción del bien (incluyendo marca) o servicio solicitado por la AMA para el cual desea someter oferta.
- 2 Indique la unidad y la cantidad ofrecida, así como el costo unitario y el costo unitario en los respectivos campos.
- 3 Multiplique el costo unitario por la cantidad ofrecida y colóquelo en la columna de "costo por partida".
- 4 En la línea de "Especificaciones", describa las características de forma, función o utilidad del bien ofrecido, o alcance de trabajo del servicio no profesional ofrecido. Añada páginas adicionales de ser necesario.
- 5 En la Línea de "Términos y Condiciones", indique si acepta aquellos establecidos en las intrucciones de esta subasta formal. Añada páginas adicionales de ser necesario.
- 6 Coloque el término de cobertura de "Garantía". En la columna de unidad, indique si son meses o años, y en la columna de cantidad, el número.
- 7 En la línea de "Término de Entrega", exprese la unidad (horas, días, meses) y el número bajo la columna de cantidad.
- 8 Recuerde indicar si existe alguna información confidencial o que deba permanecer protegida.
- 9 Al firmar este documento, y someterlo ante la consideración de la AMA, el representante autorizado de la empresa certifica que esta oferta es final y firme.
- 10 Recuerde proveer certificación en caso de reclamar exclusividad de un bien o servicio no profesional.

Firma:



\*

En caso de no poseer certificación del RUL, siga las instrucciones dispuestas en la Sección R de las instrucciones de la subasta.

