



Request for Proposal

Special Inspections for Garage D Renewal

Philadelphia International Airport

RFP No. 16-14

Issue Date: Monday, June 20, 2016

The Philadelphia Parking Authority is seeking proposals from qualified professional special inspection firms to provide all the necessary equipment and personnel to make the required special inspections for the renewal of Garage D at the Philadelphia International Airport.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on Tuesday, July 12, 2016

Delivery Instructions:

Proposals will be received by Mail, Hand Delivery or Courier Delivery

All copies of the RFP must be submitted to:

Mary Wheeler

Manager of Contract Administration

701 Market Street, Suite 5400

Philadelphia, PA 19106

Email: Mwheeler@philapark.org

Fax or email responses will NOT be accepted

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**SPECIAL TESTING – GARAGE D RENEWAL
PHILADELPHIA INTERNATIONAL AIRPORT
PROPOSAL No. 16-14**

INSTRUCTIONS TO PROPOSERS

SUMMARY

When: Proposals must be submitted by 2:00 PM, Tuesday, July 12, 2016.

Where: Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

How: Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly marked (*not* typewritten) "Special Inspections – Garage D Renewal - RFP No. 16-14". All proposals must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.

1. Introduction:

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written proposals from qualified special inspection firms to provide all the necessary equipment and personnel to make the required special inspections for the Garage D renewal project under a Contract with the Philadelphia Parking Authority.

Garage D is a five story precast concrete structure which was built in 1974. The Authority has hired a contractor, Quinn Construction, to restore the garage by making various repairs including; concrete repairs, joint sealant replacement, drainage, waterproofing and expansion joint replacement.

The City of Philadelphia, Department of Licenses and Inspections requires special inspections and materials testing, as called for in the International Building Code, Chapters 17 and 18.

During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract

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2. Procurement Questions:

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than Tuesday, July 5, 2016 no later than 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 16-14 Special Inspections – Garage D Renewal" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified proposers. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

3. Proposal Conditions:

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Tuesday, July 12, 2016. Each proposer shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to proposers, unless a written request to withdraw is received prior to the opening of proposals.

4. Signatures Required:

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

5. Proposal Format:

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Proposers upon request. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Proposal Security
- Tab D Financial Statement
- Tab E Insurance Requirements
- Tab F Proposal Form
- Tab G Firm Experience
- Tab H Staff Experience
- Tab I Unacceptable Contract and Insurance Terms

6. Proposal Qualifications:

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, proposers must submit, as **Tab G**, their firm's experience. In order to be considered qualified, firms should clearly demonstrate that they have successfully

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performed similar services, special inspections, at the Philadelphia International Airport, within the last ten years, on projects of \$2 million in construction cost or larger. Also, firms must list their staff experience, as **Tab H**, indicating that their staff is appropriately credentialed and meet the requirements of L&I Procedure OP-1304, included as *Exhibit A*. Ideally, a significant amount of the inspectors' experience would be with renovation of concrete parking garages, or buildings located at the Philadelphia International Airport.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for the duration of the contract period. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the contract.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

7. Proposing Equivalent Products:

Not applicable for this solicitation.

8. Executed Contract Required:

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of Contract award from the Authority, the Authority will not be legally bound to any contract for the provision of providing special inspection services or be subject to any other liability whatsoever on any legal theory concerning the provision providing special inspection services until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer.

A sample of the PPA standard contract is included in the Requirements section of this solicitation. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal (**Tab I**) in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may accept some or all changes or may refuse.

9. Rejection or Acceptance of Proposals:

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to be awarded the contract. The Authority may, at its sole discretion, select more than one proposer to execute a contract. After the selection of the most responsible proposer(s) with the highest quality and best terms, the Committee will make a recommendation to the Authority's Board for the award of a contract. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default by a successful proposer, or the proposers' refusal to enter into the Contract with **SPECIAL INSPECTIONS – GARAGE D RENEWAL**

the Authority, the Authority hereby reserves the right to re-advertise the solicitation or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

10. Unacceptable Proposals:

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

11. Clarification of Instructions:

Should the prospective proposer find a discrepancy in or an omission from the Requirements or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org. All clarification requests will be responded to via addendum to all proposers.

12. Restriction of Contact:

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending proposer's proposal. If the Authority later discovers that the proposer has engaged in any violations of this condition, the Authority may reject the offending proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Authority. A proposer who shares information contained in its proposal with other Authority personnel and/or competing proposer personnel may be disqualified.

13. Notification of Proposer Selection:

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective proposer in the Transmittal Letter. The selected proposer(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected proposer for any service or work performed or expenses incurred before the effective date of the Contract.

14. Financial Statement (Tab D):

The Vendor must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the proposer. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential".

15. MBE/WBE/DBE/DSE Participation:

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises (DM-DBE), Disadvantaged Women Business Enterprises (DW-DBE) and Disadvantaged Disabled Business Enterprises ("DS-DBE) but not limited to; Design, Construction, Operations

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Management, etc.

The authority requires that each proposer submit as part of its proposal either a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation". Please email Mary Wheeler, Manager of Contract Administration to obtain a request for waiver form at mwheeler@philapark.org. Failure to submit a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation" may result in the rejection of the proposal.

While there are no Participation Ranges projected for this Proposal, proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

16. General Warranty:

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in its Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal if applicable.

17. Contract Period:

Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice upon completion of the renewal of Garage D pursuant to this Agreement, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice. Please refer to the sample contract located in the Requirements.

18. Executive Summary:

The vendor will include in their proposal (**Tab B**), a brief summation of the highlights of the proposal and the overall benefits to the Authority. This summary will also include any alternatives proposed by the vendor.

19. Document Disclosure:

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101-67.3104), Pennsylvania's Procurement Code, or other laws, all proposers in the instant process are advised to review such disclosure issues.

20. Business Licenses:

The selected proposer must apply for and obtain, prior to execution of the Final Contract document and at the Proposer's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

21. Evaluation of the Proposal:

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability fulfill the terms of the contract within the specified time line, the vendor's ability to meet the requirements, and the price proposed by the vendor.

Based on the review of the written proposals, certain proposers may be asked to demonstrate their plan of operation for this solicitation.

22. Site Visit:

In addition to thoroughly examining and familiarizing themselves with the drawings, specifications and all other contract documents, proposers must visit the site prior to submitting their proposal, to ascertain existing conditions relating to construction and labor and to ensure that their proposal is all-inclusive. Prospective Proposers will be taken to the site during the mandatory pre-proposal meeting.

- Date: Monday, June 27, 2016
- Time: 11:00 AM
- Location: PPA Airport Operations Administration Building
1 Main Toll Plaza, Philadelphia International Airport
Philadelphia, PA 19153.

- Directions: Exit I-95 for "Airport Arrivals". Bear left for "Rental Cars/Garages/Marriott". Continue past parking garages and rental car lots. Administration Building is on the right, just past the toll plaza. Park in the Administration Building lot.

23. Standard Practices:

All work performed under the contract shall be subject to inspection and final approval by the Authority.

24. Statement of No Proposal:

All Prospective Proposers that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

25. Invoicing:

All invoices must be accompanied by the contract number and a description of services performed. The Authority will not be responsible for any invoices not delivered or mailed to:

Chris Perks, PE
THE PHILADELPHIA PARKING AUTHORITY
701 Market Street, Suite 5400
Philadelphia, PA 19106

26. Shipping and Delivery:

The vendor will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

27. Insurance Requirements:

The successful proposer will be required to submit **(TAB E)** Insurance Coverage as outlined in the Requirements. The proposer shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**SPECIAL TESTING – GARAGE D RENEWAL
PHILADELPHIA INTERNATIONAL AIRPORT
PROPOSAL No. 16-14**

REQUIREMENTS

The Philadelphia Parking Authority is seeking proposals from qualified special inspection firms to provide all the necessary equipment and personnel to make the required special inspections. The City of Philadelphia, Department of Licenses and Inspections requires special inspections and materials testing, as called for in the International Building code, Chapters 17 & 18.

The successful inspection firm shall perform any and all required special inspections as required by the City of Philadelphia, Department of Licenses and Inspections, and the Philadelphia Building Code. The work includes verification and inspection activities related to the concrete, materials, and the reinforcing steel, etc., as detailed on the Statement of Special Inspections Schedule, *Exhibit B*.

All firms are required to provide unit pricing to include all necessary work including site visits, inspections, plant visits, materials sampling and field and laboratory testing, etc. Also, to provide estimated quantities and a not-to-exceed budget for the project.

Additional Inspections:

In addition to the special inspections called for by the Philadelphia Department of Licenses and Inspections, the successful proposer shall also perform field inspections and laboratory testing for the presence of asbestos in Garage D.

The successful proposer shall also perform Field-Adhesion Tests of joint sealers as called for in Specification Section 07 92 00, *Exhibit C*.

Scope of Construction Work:

The Authority has contracted with Quinn Construction to restore Garage D by making various repairs including; concrete repairs, joint sealant replacement, drainage, waterproofing and expansion joint replacement.

Select pages from the public bid package for the construction work at Garage D are attached as *Exhibit C*. Drawings related to that project prepared by O&S Associates will be made available to qualified prospective proposers after the conclusion of the mandatory pre-proposal meeting.

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THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP No. 16-14

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on it's own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
 - a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$1,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - (5) Fire Damage (any one fire): \$ 50,000
 - (6) Medical Expense (any one person): \$ 10,000
 - b) General Aggregate must apply on a Per Location Basis
 - c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000

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- c) Owner must be named as additional insured as shown in requirement #9.
4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.
 5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
 6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
 7. Deductibles or Self Insured Retention's: "if applicable"
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
 8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
 9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. _____'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
 10. It is agreed that _____ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
 1. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) _____ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by _____ pursuant to this Contract.
 - b) _____ and its respective insurance carriers hereby waive all rights

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of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by

_____ Pursuant to this contract.

- c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.

2. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the _____.

None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with _____, or otherwise provided by law.

3. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
4. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
5. Prior to the commencement of work or use of premises, _____ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of _____ to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of _____ who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

6. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.
7. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

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8. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
9. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of _____ to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of _____ and independent of the duty to furnish a copy or certificate of such insurance policies.
10. _____ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including _____ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of _____ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or _____. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by _____ employees / volunteers. It is further expressly agreed _____ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

**SPECIAL INSPECTIONS AGREEMENT
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No.

THIS AGREEMENT effective as of the _____ day of _____, 2016, is by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ ("**Consultant**").

WITNESSETH:

WHEREAS, the Authority, a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority operates seven (7) structured parking garages at the Philadelphia International Airport;

WHEREAS, one of the aforementioned parking garages, Garage D, is a five (5) story precast concrete structure built in 1974 (the "Garage");

WHEREAS, the Authority desires to restore the Garage by making various repairs including concrete repairs, joint sealant replacement, drainage, waterproofing and expansion joint replacement (the "Construction");

WHEREAS, the Construction has been designed by O & S Associates, Inc., the general contractor for the Construction is Quinn Construction, Inc. and the construction manager for the Construction is Hill International, Inc.;

WHEREAS, the Authority is now seeking an experienced special inspections agency to provide the necessary equipment and personnel to make the required special inspections of the Construction at the Garage (the "Project");

WHEREAS, in order to procure such special inspections for the Project, the Authority issued a Request for Proposals titled "Special Inspections for Garage D Renewal Philadelphia International Airport, RFP 16-14" on June 20, 2016 ("RFP");

WHEREAS, Consultant submitted a conforming proposal to the RFP on _____ (“Proposal”) and is in the business of providing high quality special inspections of the type that the Authority desires to procure;

WHEREAS, Consultant has proposed that it is capable and will provide the special inspections for the Project of the style, type and quality of services as hereinafter described;

WHEREAS, after due consideration and deliberation within the Authority, Consultant was selected to provide the services hereinafter described upon the successful negotiation of this Agreement and assent of the Authority’s Board; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. SCOPE OF SERVICES

The Authority hereby engages and Consultant hereby agrees to perform the following professional services ("Services"):

A. To provide professional special inspections in accordance with Consultant’s Proposal, a true and correct copy of which is attached hereto as Exhibit “A” and in accordance with the terms and conditions detailed in the RFP, a true and correct copy of which is attached hereto as Exhibit “B” and incorporated throughout this Agreement;

B. To perform high quality professional special inspections in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, and local laws; and

C. To coordinate the fulfillment of this Agreement with the Authority’s Project Manager for the implementation of the Services. The Authority’s Project Manager shall be Richard Dickson, Deputy Executive Director, who may be reached at 215-683-9724 or by e-mail at RDickson@philapark.org. However, the parties agree that only the Authority’s Chairman or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

D. Standard of Care

Consultant shall perform the Services in accordance with professional standards of skill, care and diligence in a timely manner in accordance with the Project Schedule so that the Project shall be completed as expeditiously and economically as possible in the best interest of the Authority.

2. TERM

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice upon the Final Acceptance of the Project by the Authority. The term of this Agreement may only be extended by written mutual Addendum to this Agreement.

3. CONSIDERATION AND PAYMENT

A. The Authority agrees to pay and Consultant agrees to accept the fee provided in Consultant's Proposal for all Services performed during the Term of this Agreement.

B. In no event shall the total fee amount for Services provided exceed \$ _____ Dollars during the Term of this Agreement without the advanced written approval of the Authority's Chairman or Executive Director in accordance with Section 1(C) of this Agreement.

C. Consultant shall submit monthly invoices to the Authority for Services commencing with the execution of this Agreement. The Authority shall pay invoices within thirty (30) days of receipt. All invoices shall be identified with a purchase order number supplied by the Authority and shall be submitted to:

**Accounts Payable
The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

D. At no time will Consultant be reimbursed for any administrative or overhead costs incurred by Consultant in fulfilling the terms of this Agreement, including, but not limited to, any time, fees or expenses associated with Consultant's travel to or from the Project site, fuel, lodging, food, permit fees, license fees, filing fees or photocopying costs in connection with Consultant's Services.

E. No late fees, penalties, or interest may be assessed against the Authority for late payments made to Consultant.

4. NO SOLICITATION/CONFLICTS OF INTEREST

A. Consultant does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Consultant.

B. To the best of Consultant's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Consultant. If such transaction comes to the knowledge of the Consultant at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Consultant hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

5. CHANGE ORDERS

A. The Authority's Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Services within the general scope of the Agreement ("Change Order"). But for the Authority's Executive Director or Board of Directors, no other employee, agent or representative is authorized to direct any change to the Services under the Agreement, unless expressly authorized to do so in writing by the Authority's Project Manager.

B. If any change directed in writing by the Authority's Project Manager causes an increase in the cost of, or time required for, performance of any part of this Agreement, otherwise affects any provision of the Agreement, Consultant shall notify the Authority's Project Manager in writing within five (5) business days of receipt of the written Change Order. The compensation to be paid to Consultant for any services provided under a Change Order shall be at the same hourly rate fee as provided in Consultant's Proposal. However, in no event shall the total fee amount for Services provided and services provided under a Change Order(s) exceed \$ _____ Dollars during the Term of this Agreement without the advanced written approval of the Authority's Chairman or Executive Director. Consultant shall not unreasonably delay or withhold its consent to any Change Orders.

C. If the Authority desires to have Consultant enter into a separate services agreement covering subject matter related to this Agreement, Consultant shall review any such agreement presented by the Authority, or suggest its own form of agreement, and shall negotiate such proposed terms in good faith with the Authority.

D. Change Orders which reach or exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00) must be approved by the Authority's Board in addition to approvals required in this Agreement. The Board's approval of such Change Orders will be in a written format, signed by the Board of Directors or its designee, and attached to the Change Order when submitted to Consultant. The Authority reserves the right to submit any change order to its Board for advance approval regardless of cost.

6. INABILITY OF CONSULTANT TO PERFORM

The inability of Consultant to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

7. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Consultant agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Consultant. If the Agreement is terminated by the Authority, as provided herein, Consultant will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 1 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Consultant shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Consultant hereunder are the Consultant's sole remedy and right with respect to termination under this paragraph.

8. GENERAL TERMS AND CONDITIONS

A. Confidential Matters.

Consultant agrees that it will treat as confidential any information or document from the files of the Authority, including without limitation any information relating to the Authority's software or hardware products, business or financial affairs and information disclosed orally and identified as confidential, which may come into their possession in pursuit of its duties under this Agreement.

B. Force Majeure.

Neither the Authority nor Consultant will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

C. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records.

Consultant understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Consultant must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Consultant shall maintain all data, records, memoranda, statements

SPECIAL INSPECTIONS – GARAGE D RENEWAL

of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Consultant shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Ownership and Use of Documents.

Upon Final Acceptance by the Authority of the completion of the Project or termination of this Agreement, all drawings, specifications, reports or other materials and documents prepared by Consultant prepared by or with the cooperation of Consultant pursuant to this Agreement shall, at the sole option of the Authority, become the exclusive property of the Authority, whether or not in Consultant's possession, free from any claim or retention of rights thereto on the part of Consultant, except as herein specifically provided in this Agreement, and shall promptly be delivered to the Authority upon the Authority's request. This paragraph shall survive termination of this Agreement.

F. Assignment.

This Agreement may not be transferred or assigned by Consultant without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

G. Non-Discrimination.

Consultant agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

H. Notices.

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Attn: Dennis G. Weldon, Jr.
General Counsel

Consultant:

SPECIAL INSPECTIONS – GARAGE D RENEWAL

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

I. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

J. General Indemnity.

Consultant, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, defend and hold harmless the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Consultant's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Consultant. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Consultant's employees. It is further expressly agreed that Consultant assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

K. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. Exhibits.

All Exhibits to this Agreement are hereby incorporated by reference into and made a part of this Agreement.

SPECIAL INSPECTIONS – GARAGE D RENEWAL

PROPOSAL NO. 16-14

**REQUIREMENTS
PAGE 12**

M. Interpretation.

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

N. Order of Precedence.

In the event of an inconsistency between provisions of this Agreement, the Proposal and the RFP, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "B"), Consultant's Proposal (Exhibit "A") and (3) all other Exhibits. It is Consultant's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Consultant prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Consultant's own risk and expense.

O. Risk of Loss.

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

P. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Consultant may bring to the Authority's attention during the Term of this Agreement. The Authority may direct that Consultant suspend or modify any of its collection activities or methods related to this Agreement at any time.

Q. Independent Contractor.

Consultant agrees that it, as well as its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

R. Applicable Law and Venue.

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

S. Taxes.

1. Consultant hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the

Commonwealth of Pennsylvania. Consultant also certifies that its Philadelphia Business Privilege Tax ID. No. is: _____. Consultant further certifies that its Federal Tax ID. No. is: _____.

2. As an agency of the Commonwealth of Pennsylvania and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Consultant agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Consultant is liable. In the event Consultant's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Consultant, and Consultant shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Consultants performance under this Agreement.

T. Insurance.

Consultant agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements detailed in the RFP.

U. Waiver.

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

V. Separation Clause.

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

SIGNATURE PAGE TO FOLLO

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Vincent J. Fenerty, Jr.,
Executive Director

APPROVED AS TO FORM

By: _____

General Counsel's Office

Consultant

Witness _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

NAME OF PRIME PROPOSER

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**SPECIAL TESTING – GARAGE D RENEWAL
PHILADELPHIA INTERNATIONAL AIRPORT
PROPOSAL No. 16-14**

PROPOSAL FORM

1. The undersigned, having familiarized ___self/selves with the proposal documents to provide special inspection services, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Requirements, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to provide special inspection services.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Proposer acknowledges receipt of the following addenda:

Addendum

Date

NAME OF PRIME PROPOSER

5. Proposer agrees to provide special inspections services for the terms described below.

	Units Hr/Day/Trip	Unit Cost	O.T. Rate	Est. Quan.	Total (Unit x Est. Quan.)
Project Manager					
Senior Field Technician					
Qualified Inspector					
Post Installed Anchors Technician					
Asbestos Technician					
Joint Material Technician					
Reinforcing Steel Inspection					
Mortar and Grout Field Inspection and Testing					
Mortar or Grout Compressive Strength Testing					
Masonry Unit Testing - Set of Six (6)					
Masonry Prism Testing					
Contractor prepared test prism or cubes					
Mortar Grout Cubes					
Post-Installed Concrete Anchors Testing CMU for Compression and Absorption					
Structural Steel Field Bolting and Non Destructive Test (NTD) of Weld Inspection					
Asbestos Tests					
Joint Sealant Tests					
Sample Pick Up and Transport					

Total Budget Of Estimated Costs \$ _____

NAME OF PRIME PROPOSER

- 6. **Contract Period:** Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice upon completion of the renewal of Garage D pursuant to this Agreement, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice.

- 7. **Site Inspection Statement:** The Undersigned has visited Garage D, as required in the Instructions. As a consequence of this inspection, the undersigned is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof. The site inspection took place prior to the submission of the proposal.

Signature

Name
(Please Print)

Title

Date of Site Inspection

NAME OF PRIME PROPOSER

8. Requirement Statement: The undersigned vendor agrees to provide special inspection services as specified in the Requirements and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME PROPOSER

9. Proposer Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

Signature of Owner of Partner

Typed or Printed Name

Title

Date

Business Name of Bidder

Street Address

City/State/ ZIP Code

Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Bidder

Street Address

City/State/ZIP Code

Telephone Number

Date

Signature

Typed or Printed Name

Title

SEAL:

NAME OF PRIME PROPOSER

10. Affidavit of Non-Collusion:

STATE OF

COUNTY OF

_____, being first duly sworn, deposes and says:

.....That the bidder is a

.....

(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

Signature of Proposer, if proposer is an individual

Signature of Officer, if proposer is a corporation

Subscribed and sworn to
Before me this _____
Day of _____ 2016.
My commission expires on
_____, 20____

NAME OF PRIME PROPOSER

11. Proposer's Qualifications:

- a. Type of business: Individually owned
Check one Partnership
Corporation
Other

- b. Number of employees: Under 25
Check one Under 50
Under 100
Over 100

c. If you have had previous contracts with the Authority, list date and product or service provided:

- i.
- ii.
- iii.
- iv.
- iii.
-

NAME OF PRIME PROPOSER

INTENTIONALLY

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SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS) DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES		THE PHILADELPHIA PARKING AUTHORITY MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	
Proposal Number	Name of Proposer	No. of Copies Submitted	Page ____ of ____
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. <i>Photocopy this form as necessary.</i>			
Disadvantaged Business Information		Give reason(s) if no commitment made or no quote received:	
Company Name	Type of Work or Materials	Commitment Made	
Address		Phone	Yes (Date) No
Contact Name		Mail	
Telephone No.		Quote Received	Amt Committed to
MBEC Certification No.		Yes No	\$ % percentage of total bid
Disadvantaged Business Information		Give reason(s) if no commitment made or no quote received:	
Company Name	Type of Work or Materials	Commitment Made	
Address		Phone	Yes (Date) No
Contact Name		Mail	
Telephone No.		Quote Received	Amt Committed to
MBEC Certification No.		Yes No	\$ % percentage of total bid
Disadvantaged Business Information		Give reason(s) if no commitment made or no quote received:	
Company Name	Type of Work or Materials	Commitment Made	
Address		Phone	Yes (Date) No
Contact Name		Mail	
Telephone No.		Quote Received	Amt Committed to
MBEC Certification No.		Yes No	\$ % percentage of total bid



Proposal Decline Form: RFP No. 16-14 – Special Inspections – Garage D Renewal

If you did not submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned vendor declines to submit an offer for this project.

Name: _____

- Requirements too "tight" (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Requirements
- Unable to meet Bond/Insurance Requirements
- Requirements unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Exhibit A

DEPARTMENT OF LICENSES AND INSPECTIONS PROCEDURE		CITY OF PHILADELPHIA
OP- 1304		OPERATIONAL PROCEDURE
SUBJECT OF PROCEDURE: SPECIAL INSPECTIONS PROGRAM		REFERENCE CODE SECTION(S): IBC Chapters 17 and 18
FOR: Engineering Services, Construction Services, Emergency Services		PAGE 1 OF 13
ISSUED BY		ISSUE DATE: June 10, 2013
NAME: Michael Fink	SIGNATURE	EFFECTIVE DATE: April 1, 2014
TITLE: Deputy Commissioner		REVISION DATE(S):

PURPOSE:

The Department of Licenses & Inspections recognizes the need to document the processes related to Chapter 17 of the International Building Code (IBC), *Structural Tests and Special Inspections*. This procedure establishes the minimum requirements necessary to safeguard the public health, safety and general welfare through structural strength, stability, and safety to life and property from fire and other hazards. This procedure also details the Department's program in accordance with Section 1704 and certain applicable Sections of Chapter 18 of the IBC. Within this document and referenced attachments, additional code sections of the IBC are also referenced.

POLICY:

It is the policy of the Department of Licenses and Inspections to adhere to, administer and enforce all aspects of the Uniform Construction Code (UCC) as adopted by the Commonwealth of Pennsylvania. The UCC adopts the IBC as the technical building code. Chapter 17 of the IBC entails very critical conditions which must be met in order to achieve compliance. This procedure attempts to specifically address the Special Inspections Program as administered by the Department, from permit application to completion of special inspection construction work at the site, including the submission of final compliance documents.

SCOPE:

There are several areas of construction regulated by the IBC where special inspections are mandatory. Section 1704.1 of the IBC requires the owner or the registered Design Professional in Responsible Charge of Special Inspections (DPRC-SI) acting as the owner's agent, to provide for specially qualified inspectors and agencies. The selection of the Special Inspection Agencies and/or Special Inspectors is to be made by the Design Professional in Responsible Charge of Special Inspections (DPRC-SI). The Agency[s] and/or Inspector[s] shall not be hired by the Contractor/Construction Managing firm. The list of special inspection agencies and/or inspectors is submitted to the Building Code Official or his designated representative for approval.

DUTIES AND RESPONSIBILITIES:

A Special Inspections Duties and Responsibilities Agreement (Exhibit A) shall be presented by the owner or the Design Professional in Responsible Charge of Special Inspections acting as the owner's agent. This document shall be submitted to the plans examiner with the building permit application. The Department plan review and construction inspection supervisors, plans examiners and inspectors are involved in special inspections administration. This procedure details their responsibilities in the following stages of the special inspections process:

Plans Examination

- A. Review Statement of Special Inspections Schedule (Exhibit B) from the DPRC-SI for compliance with special inspection requirements
- B. Review and approve qualifications of fabricators for building components assembled off-site and installed on-site.
- C. Review and approve qualifications of special inspection agencies and special inspectors
- D. Approve the application and plans upon confirmation of code compliance.

Inspection

- A. Monitor special inspection activities on the jobsite.
- B. Review inspection reports.
- C. Verify construction deficiency reports and the reports of deficiency repairs/corrections.
- D. Perform final inspection.

PROCEDURE:Plans Examination

- A. Review Statement of Special Inspections Schedule (Exhibit B) submitted by DPRC-SI for compliance with special inspection requirements
 1. Along with the design drawings, the DPRC-SI submits the Statement of Special Inspections Schedule (Exhibit B) indicating the specific types of special inspections to be performed for the project. The completed form identifies the following:
 - a. The identification of all of the materials, systems, components, fabricators and work required to have special inspections performed.
 - b. The type of each special inspection required for the project
 - c. Any additional requirements for testing for seismic conditions if applicable.
 - d. Indicate whether each type of inspection shall be continuous or periodic, as shown in Chapter 17 of the IBC.
- B. Review and approve qualifications of fabricators for building components assembled off-site and installed on-site.
 1. The DPRC-SI acting as the owners' agent, provides a list of components and fabricators/fabricator locations where special inspections will occur in the shop with name and location of fabricator is provided. Structural load bearing members and assemblies fabricated off site shall be inspected by qualified Special Inspection Agencies or Inspectors. [see Appendix A for Agency qualifications, and Appendix B for Inspector qualifications]

2. When required, the Special Inspector/Agency identified by the DPRC-SI, provides documentation that off-site fabricated components meet the design specification. [see Appendix A for conditions when special inspections within a fabricator's shop are not required]
- C. Review and approve qualifications of special inspection agency/agencies and special inspector(s).
1. The DPRC-SI provides a list with names and qualifications of the Special Inspection Agency/Agencies to be assigned to the project in accordance with IBC Section 1703. [See Appendix A for Qualifications]
 2. The DPRC-SI provides the names and qualifications of Special Inspector/Inspectors to be assigned to the project in accordance with IBC Section 1704. [See Appendix B for qualifications].
- D. Approve the application and plans upon confirmation of code compliance.
1. Review plan application submittal for compliance with the applicable codes.
 2. Attach Special Inspection Program documentation with the approved plan sets.
 3. Send permit invoice to applicant.

Building Inspection

- A. Monitor special inspection activities on the jobsite.
1. Initial meeting with Special Inspectors and Contractor – the intent of this meeting is to establish requirements prior to proceeding with the work.
 - 2.
 3. Review the approved special inspection documents attached with the permit.
 4. Verify the DPRC-SI, Special Inspection Agency and Special Inspectors per program approval.
 5. Explain to the contractor his duties for Special Inspections:
 - a. *Notify the special inspector.* The holder of the building permit or their duly authorized agent is responsible for notifying the special inspector or agency regarding individual inspections required by the department (see IBC Section 110.5a).
 - b. *Provide access.* The contractor is responsible for providing the special inspector with access to approved plans and to the location of the area to be inspected (see IBC Section 110.5b).
 - c. *Retain special inspection records.* The contractor is responsible for retaining at the jobsite all special inspection records submitted by the special inspector and providing access to these records for review by the building department's inspector upon request. See attached sample Exhibits D,E,F, and G for Special Inspector: Daily Report, Deficiency Report, Weekly Report, and Final Report.
 - d. *Schedule-* The Contractor is to provide a proposed schedule of inspections for the special inspector and department inspector.
- B. Review inspection reports
1. The department inspector shall periodically monitor the special inspection activities at the jobsite to verify that the approved special inspectors and

contractor are performing their duties when special inspection is required. The department inspector's findings are to be reported in the database.

2. Verify that the periodic and continuous special inspections are in accordance with the Statement of Special Inspections
3. Verify special inspection reports are retained on the jobsite by the contractor and available for review.

C. Verify construction deficiencies

1. Deficiency Reports

- a. The special inspector will make reports on construction work which is found deficient with the approved plan/design and/or installation standard, then immediately issue the report to the contractor for correction. The contractor will be required to make the necessary corrections as described by the DPRC-SI, before any of the deficient work is covered by additional construction. After completion, the special inspector will report on the corrected work in place.
- b. In the event there is a delay by the contractor in making the corrections required in the deficiency report, the special inspector will notify the building inspector and the DPRC-SI prior to the completion of that phase of the work. The DPRC-SI will determine if a design revision is needed to repair/replace the issues described in the deficiency report. Upon the contractor completing the corrective work, the special inspector will inspect and report on the corrections made. The department inspector shall be provided the opportunity to witness the corrective work by the contractor and/or obtain the special inspectors report of the corrections.

D. Perform Final Inspection

1. The DPRC-SI shall provide the department inspector:
 - a. All deficiency reports and deficiency report corrections compiled by the special inspection agencies and/or inspectors and,
 - b. All design revisions reviewed and approved by the DPRC-SI, which did not require an amended permit.
2. The DPRC-SI shall complete the Special Inspections Program Final Compliance form (Exhibit C) in its' entirety when each inspection item is completed for submission to the department inspector.
3. The department inspector receives and reviews the final special inspection report as described in the Duties and Responsibilities Agreement
4. The department inspector will submit the final special inspection report documents to the Records Storage Department for scanning onto the applicable permit number for inclusion in the record.
5. The department inspector should **not** perform the final inspection and approval for a project (see IBC Section 110.3.10) until the final special inspection report has been reviewed and approved.

APPENDIX – A

QUALIFICATIONS FOR SPECIAL INSPECTION AGENCIES

- Agency maintains current accreditation as a special inspection agency by the International Accreditation Service [IAS] with the scope of accreditation issued by IAS, **or**;
- Agency maintains current accreditation as a special inspection agency in accordance with ASTM E329-07, [Standard Specification for Agencies Engaged in Construction Inspection and/or Testing], **or**;
- Agency is certified by the International Code Council [ICC] or other approval entity as determined by the DPRC-SI, **or**;
- The DPRC-SI shall provide the agency project history/experience as applicable for the special inspections required for the project and comparable project size. (A guideline for Agency Qualification may include written or oral examination to verify the agencies knowledge of jurisdictional procedures and code requirements). **or**;
- The agency has been accredited in accordance with ISO/IEC 17020 [International Organization for Standardization/International Electrotechnical Commission - The General Criteria for the Operation of Various Types of Bodies Performing Inspection].
- Agencies are required to be licensed in accordance with The Philadelphia Code, Chapter 9-1300 Inspection Businesses, Special Inspection Agencies and Inspectors within 18 months of enactment of Ordinance.
- **Approved Fabricators** - Special inspections described in Section 1704 are not required where the work is done on the premises of a fabricator accredited by IAS under its Fabricator Inspection Accreditation Program and a certificate of accreditation indicating the scope of fabrication issued by IAS is noted on the IAS website, **or**;
- Approval of a fabricator shall be based upon review of the fabricator's internal quality control procedures by an accredited special inspection agency, **and**;
- At completion of fabrication, the fabricator shall submit a certificate of compliance to the building official stating that the work was performed in accordance with the approved construction documents. Refer to Section 1704.2.2.

APPENDIX – B**QUALIFICATIONS FOR SPECIAL INSPECTORS**

- Inspectors are required to be licensed in accordance with The Philadelphia Code, Chapter 9-1300 Inspection Businesses, Special Inspection Agencies and Inspectors within 18 months of enactment of Ordinance
- Individuals maintaining current certification by ICC as a special inspector for the discipline(s) which the individual is requesting approval; **or**
- The special inspector may be a Professional Engineer with experience in the area of Special Inspections required, approved by the DPRC-SI including Engineers In Training with one year related experience working under the supervision of the P.E; **or**
- Documentation of Special Inspection experience with recommendations for the specific types of inspections applicable to the submitted Special Inspections Program. (A guideline for experience standard may include requiring 1–5 year(s) of verifiable practical experience; depending upon the discipline and the level of inspection, a portion of the experience may be satisfied by the applicable technical education.) Special inspections may be performed by Special Inspector Trainees, under the direct supervision of a qualified Special Inspector for the specific discipline; **or**
- Individuals presenting documentation of approved, current certifications in the specific field of special inspection as follows:

FABRICATORS (those fabricators not approved based upon IBC Section 1704.2.2)**Inspection of Structural Steel Fabrication; IBC Section 1704.2**

- Current Certified Welding Inspector [CWI] in accordance with the provisions of AWS [American Welding Society] QC1, **or**;
- Current ICC S1 and S2 Structural Welding Inspector, **or**;
- Current certified personnel meeting the requirements of ASNT [The American Society for Nondestructive Testing] Level III or Level II in accordance with SNT-TC-1A. Level I personnel may work under direct on site supervision of a Level II in the same discipline.

Inspection of Pre-Cast Concrete Fabrication; IBC Section 1704.2

- Current ICC Reinforced Concrete certificate; **or**
- Pre-Cast/Pre-Stressed Concrete Institute (PCI) Quality Control Technician/Inspector Level II certificate, **or**;
- ACI [American Concrete Institute] certified personnel as appropriate.

Inspection of Engineered Wood Product Fabrication; IBC Sections 1704.6 and 2303

- Professional Engineer licensed in the State of Pennsylvania.

APPENDIX – B [continued]**FIELD INSPECTION****Welding; IBC Section 1704.3.1, Table 1704.3(4 & 5), and Table 1704.4(2)**

- Current Certified Welding Inspector (CWI) in accordance with the provisions of AWS [American Welding Society] QC1; **or**;
- Current AWS [American Welding Society] Senior Certified Welding Inspector (SCWI); **or**
- Current ICC S2 Structural Welding Inspector, **or**;
- Current certified personnel meeting the requirements of ASNT [The American Society for Nondestructive Testing] Level III or Level II in accordance with SNT-TC-1A. Level I personnel may work under direct on site supervision of a Level II in the same discipline,

High-Strength Bolting and Steel Frame Inspection; IBC Section 1704.3.3 and Table 1704.3(1, 2, 3 & 6)

- Current ICC Structural Steel & Bolting Special Inspector certificate, **or**;
- Engineer-In-Training (EIT) with one year related experience.*

Reinforced Concrete; IBC Section 1704.4 and Table 1704.4(1, 2, 3, 5, 6, 7, 8, and 12)

- Current ICC Reinforced Concrete Special Inspector certificate; **or**
- ACI [American Concrete Institute] Concrete Field Testing Technician Grade I certificate; **or**
- Engineer-In-Training (EIT) with one year related experience.*

Pre-Stressed Concrete; IBC Table 1704.4(9)

- ICC Pre-Stressed Concrete Certificate; **or**;
- Pre-Cast/Pre-Stressed Concrete Institute (PCI) Quality Control Technician/Inspector Level II certificate; **or**
- Engineer-In-Training (EIT) with one year related experience.*

Pre-Cast Concrete Erection; IBC Table 1704.4(10)

- Current Certified Welding Inspector [CWI] in accordance with the provisions of AWS [American Welding Society] QC1; **or**
- Current ICC S2 Structural Welding Inspector certificate, **or**
- Current certified personnel meeting the requirements of ASNT [The American Society for Nondestructive Testing] Level III or Level II in accordance with SNT-TC-1A. Level I personnel may work under direct on site supervision of a Level II in the same discipline, **or**;
- Pre-Cast/Pre-Stressed Concrete Institute (PCI) Certification Category S-1, S-2, or Category A as applicable.

Post Tension Slabs-on-Ground and Post Tension Concrete; IBC Table 1704.4 (11)

- Current Post-Tensioning Institute (PTI) Certification - Level 2; **or**
- Current ICC Pre-stressed Concrete Special Inspector certificate; **or**
- Engineer-In-Training (EIT) with one year related experience.*

Structural Masonry; IBC Sections 1704.5, 1704.11, and 2105

- Current ICC Structural Masonry certificate, **or**
- Engineer-In-Training (EIT) with one year related experience.*

APPENDIX B (continued)**Modular Retaining Walls; IBC Sections 1704.5, and 1807**

- Current NICET (National Institute for Certification in Engineering Technologies) Level II certificate in Geotechnical Engineering Technology/Construction; **or**
- Current NICET Level II soils certificate in Construction Materials Testing; **or**
- Current ICC Soils Special Inspector certificate; **or**
- Licensed Professional Geologist in the State of Pennsylvania with one year related experience; **or**
- Engineer-In-Training (EIT) with one year related experience*; **or**
- Geologist-in-Training (GIT) with one year related experience.*

Wood Construction, IBC Sections 1704.6, 1707.3 and 2304

- Professional Structural Engineer licensed in the State of Pennsylvania with six months related experience; **or**;
- Engineer-In-Training (EIT) with one year related experience*

Verification of Soils; IBC Sections 1704.7, 1803, and 1804

- Current NICET Level II certification in Geotechnical Engineering Technology/Construction; **or**
- Current NICET Level II soils certificate in Construction Materials Testing; **or**
- Current ICC Soils Special Inspector certificate; **or**
- Licensed Geologist with one year related experience; **or**
- Engineer-In-Training (EIT) with one year related experience*; **or**
- Geologist-in-Training (GIT) with one year related experience.*

Excavation and Filling; IBC Sections 1704.7, 1804, 1805, 1806, and 3304

- Current NICET Level II certificate in Geotechnical Engineering Technology/Construction; **or**
- Current NICET Level II soils certificate in Construction Materials Testing; **or**
- Current ICC Soils Special Inspector certificate; **or**
- Licensed Professional Geologist in the State of Pennsylvania with one year related experience; **or**
- Engineer-In-Training (EIT) with one year related experience*; **or**
- Geologist-in-Training (GIT) with one year related experience.*

Deep Foundations and Helical Pile Foundations; IBC Sections 1704.8, 1704.9, 1704.10; IBC Tables 1704.8 and 1704.9

- Current NICET Level II certificate in Geotechnical Engineering Technology/Construction; **or**
- Current NICET Level II soils certificate in Construction Materials Testing; **or**
- Federal Highway Administration – National Highway Institute Drilled Shafts Course, **or** Certificate and Driven Pile Foundations (Construction Monitoring) Course Certificate with one year related experience; **or**
- Licensed Professional Geologist in the State of Pennsylvania with one year related experience; **or**
- Engineer-In-Training (EIT) with two year related experience*; **or**
- Geologist-in-Training (GIT) with two year related experience.*

APPENDIX B (continued)**Sprayed Fire-Resistant Materials, Mastic and Intumescent Fire Resistant Coatings; IBC Sections 1704.12 and 1704.13**

- Current ICC Spray-Applied Fire Proofing certificate; **or**
- Inspector to comply with standard AWCI (Association of the Wall and Ceiling Industry); current edition of Technical Manuals 12-A and 12-B **or**
- Engineer-In-Training (EIT) with one year related experience.*

Exterior Insulation and Finish System (EIFS), IBC Section 1704.14

- Registered Professional Engineer or Architect with related experience; **or**
- Association of the Wall and Ceiling Industry (AWCI) EIFS Inspector Certificate.

* Engineers and/or Geologists in Training licensed with the State of Pannsylvania shall be under the direct supervision of the registered engineer for the specific field of inspection listed.

Special Cases; IBC Section 1704.15**Underpinning**

- Inspections of this work shall be reported continuously, conducted by a Geotechnical, Civil, or Structural Engineer licensed in the Commonwealth of Pennsylvania and approved by the DPRC-SI.

Post Installed Concrete Anchor Installation; Table 1704.4 (4), Section 1912

- Approval of this work shall be provided by a Structural Engineer licensed in the State of Pennsylvania, **or**
- The anchor manufacturers certified installation technician with one year experience as approved by the DPRC-SI.

Penetrations/Fire Resistant Joint Systems: IBC Sections 713 and 714

- Inspections of this work shall be made by the manufacturers certified installation technician, approved by the DPRC-SI, **or**
- Inspectors shall provide evidence of previously completed inspections complying with ASTM E2174 or ASTM E 2393.

Structural Demolition

- Professional licensed in the State of Pennsylvania [aka Registered Design Professional] with qualifying relevant* experience in demolition of structures, **and/or**;
- Licensed/Registered Design Professional of Record licensed with the State of Pennsylvania with qualifying relevant* experience in demolition of structures, **or**
- Qualifying Special Inspector with relevant experience inspecting the demolition of structures.

*for clarification, **relevant experience** is defined as direct participation and practice related to the demolition activities that are the subject of the special inspection where such participation has led to accumulation of knowledge and skill required for the proper execution of such inspection.

APPENDIX B (continued)**Smoke Control; IBC Section 1704.16, 909, 909.18.8, and 909.19**

- Special Inspection Agency/Inspector shall provide a copy of resume to include expertise in fire protection engineering, mechanical engineering and certification as air balancer. Air balancer certification may be one of the following:
 - a. AABC (Associated Air Balance Council)
 - b. TABB (Testing & Balancing Bureau)
 - c. NEBB (National Environmental Balancing Bureau)
 - d. NBI (National Balancing Council)
- Mechanical or Fire Protection Engineer licensed in the State of Pennsylvania, approved by the DPRC-SI.

Seismic Resistance; IBC Sections, 1705.3.1 through 1705.3.6 inclusive, Section 1707

- Civil and/or Structural Engineer licensed in the State of Pennsylvania; or
- Engineer in Training under the direct supervision of a Civil and/or Structural Engineer licensed in the State of Pennsylvania.

Design Strength of Materials; IBC 1711

- Professional Structural Engineer licensed in the State of Pennsylvania.

Alternative Test Procedures, IBC 1712

- Professional Engineer licensed in the State of Pennsylvania.

Test Safe Loads, In-Situ Load Tests and Preconstruction Load Tests; IBC 1713, 1714 and 1715

- Professional Structural Engineer licensed in the State of Pennsylvania.

Material and Test Standards; IBC 1716

- Professional Structural Engineer licensed in the State of Pennsylvania.

End of Procedure

EXHIBIT A (3 page form)


 <p style="margin: 0;"> CITY OF PHILADELPHIA DEPARTMENT OF LICENSES & INSPECTIONS Development Division Municipal Services Building - Concourse Level 1401 John F. Kennedy Boulevard Philadelphia, Pennsylvania 19102 </p>	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="margin: 0;">SPECIAL INSPECTIONS</p> <p style="margin: 0;">DUTIES AND RESPONSIBILITIES</p> <p style="margin: 0;">AGREEMENT</p> </div>
<p>PROJECT ADDRESS: _____ DATE SUBMITTED: _____</p> <p>BEFORE A PERMIT CAN BE ISSUED, two copies of this agreement, including the Statement of Special Inspections Schedule with the required acknowledgements shall be completed and submitted along with the application by the owner, or registered design professional in responsible charge of special inspections, acting as the owner's agent.</p> <p>OWNER RESPONSIBILITIES</p> <p>The project owner is responsible for funding the special inspection program and contracting with a design professional registered with the State of Pennsylvania to administer the Special Inspections Program.</p> <p>DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE OF SPECIAL INSPECTIONS [DPRC-SI] RESPONSIBILITIES</p> <p>The design professional in responsible charge of special inspections has many duties and responsibilities related to special inspections, including but not limited to the following:</p> <ol style="list-style-type: none"> 1. Identifies construction activities that require special inspections in accordance with Chapter 17 of the 2009 International Building Code. 2. Completes the Statement of Special Inspections and submits along with construction documents at the time of permit application. 3. Along with the owner, evaluates and selects the individual special inspection agencies and/or inspectors in accordance with department guidelines listed herein. 4. Meets with departments building inspector prior to construction to discuss the required special inspections for the project. 5. Coordinates special inspection activities with the contractor, special inspection agency and/or special inspector. 6. Selects the list of special inspectors and/or special inspection agencies that have been contracted to perform the special inspections. 7. Receive and review special inspection reports. 8. Notifies the department inspector after a deficiency report from the special inspector has not been corrected in a timely manner. 9. Applies for an amended permit for corrective action when required by the department inspector. 10. Provides the department inspector an opportunity to witness the corrective action. 11. Completes the Special Inspections Compliance Form and submits to the department inspector as described herein. <p>SPECIAL INSPECTORS and/or SPECIAL INSPECTION AGENCIES – RESPONSIBILITIES.</p> <ol style="list-style-type: none"> 1. Special Inspectors shall review the approved plans and specifications for special inspection requirements. Special inspectors shall also review the approved Statement of Special Inspections form submitted by the DPRC-SI for the required inspection type and whether periodic or continuous. 	

EXHIBIT B (2 page form)



City of Philadelphia
Department of Licenses & Inspections
 Building Services Unit, MSB Concourse
 1401 John F. Kennedy Blvd. Philadelphia, PA 19102

OFFICE USE ONLY
 Date Received: _____
 Application Number: _____

**STATEMENT OF SPECIAL INSPECTIONS SCHEDULE
 (International Building Code)**

In accordance with the provisions of Chapter 17 of the 2009 International Building Code, this form is to list the Special Inspections as required for the proposed construction located at:

ADDRESS (Print): _____
 Owner's Name (Print): _____ Owner's Phone #: _____
 Owner's Address: _____
Street City State ZIP
 Owner's E-Mail Address _____ Owner's Fax #: _____

The design professional in responsible charge of special inspections (DPRC-SI) shall indicate by a checkmark which of the special inspections below are required for the above mentioned construction site:

VERIFICATION AND INSPECTION ITEM	REQUIRED	CONTINUOUS	PERIODIC
Fabrication of structural load-bearing members and assemblies (1704.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fabrication of Pre-Cast Concrete (1704.2.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fabrication process of prefabricated wood structural elements and assemblies (1704.6 and 2303)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steel: (1704.3, and Table 1704.3)	Welding	<input type="checkbox"/>	<input type="checkbox"/>
	Weld Filter Materials	<input type="checkbox"/>	<input type="checkbox"/>
	Steel Frame Joint Details	<input type="checkbox"/>	<input type="checkbox"/>
	High Strength Bolts, Nuts, and Washers	<input type="checkbox"/>	<input type="checkbox"/>
	Reinforcing Steel	<input type="checkbox"/>	<input type="checkbox"/>
Concrete: (1704.4, and Table 1704.4)	Materials	<input type="checkbox"/>	<input type="checkbox"/>
	Reinforcing Steel	<input type="checkbox"/>	<input type="checkbox"/>
	Formwork	<input type="checkbox"/>	<input type="checkbox"/>
	Pre-cast Concrete Erection	<input type="checkbox"/>	<input type="checkbox"/>
	Post-tension Concrete	<input type="checkbox"/>	<input type="checkbox"/>
	Shotcrete Application	<input type="checkbox"/>	<input type="checkbox"/>
	Prestressed Concrete	<input type="checkbox"/>	<input type="checkbox"/>
In-situ Concrete Strength	<input type="checkbox"/>	<input type="checkbox"/>	

(CONTINUED ON FOLLOWING PAGE)

PAGE 1 of 2

EXHIBIT C (1 page form)



City of Philadelphia
Department of Licenses & Inspections
 Building Services Unit, MSB Concourse
 1401 John F. Kennedy Blvd. Philadelphia, PA 19102

OFFICE USE ONLY
 Date Received: _____
 Application Number: _____

SPECIAL INSPECTIONS PROGRAM - FINAL COMPLIANCE FORM

In accordance with the provisions of Section 1704.0 of the 2009 International Building Code, this form is used to list the Final Compliance of Special Inspections as required for the construction located at:

ADDRESS (Print): _____ Application #: _____
 Owner's Name: _____ Owner's Phone #: _____
 Owner's Address: _____
Street City State ZIP
 Owner's E-Mail Address _____ Owner's Fax #: _____

The Design Professional In Responsible Charge of Special Inspections (DPRC-SI) named below verifies that the following Special Inspections, also listed on the submitted Statement of Special Inspections for the subject building, have been completed in accordance with the special inspection requirements of the IBC. [Multiple Sheets may be used to demonstrate compliance. Affix professional seal to all sheets.]

SPECIAL INSPECTION ITEM	CONTINUOUS	PERIODIC	EXAM VERIFIED
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE OF SPECIAL INSPECTIONS (DPRC-SI)

Professional Engineer Registered Architect *Affix Seal*

Name: _____ Phone #: _____
 Address: _____
Street
City State ZIP
 E-Mail Address: _____ Fax #: _____

Special Inspections Program Final Compliance Form (Rev. May 2013)

Exhibit B



City of Philadelphia
Department of Licenses & Inspections
 Building Services Unit, MSB Concourse
 1401 John F. Kennedy Blvd. Philadelphia, PA 19102

OFFICE USE ONLY	
Date Received:	
Application Number:	

STATEMENT OF SPECIAL INSPECTIONS SCHEDULE
(International Building Code)

In accordance with the provisions of Chapter 17 of the 2009 International Building Code, this form is to list the Special Inspections as required for the proposed construction located at:

ADDRESS (Print): Garage D, Philadelphia International Airport, Garage Access Road, Philadelphia, PA 19153

Owner's Name (Print): Philadelphia Parking Authority **Owner's Phone #:** 215-683-9951

Owner's Address: 701 Market Street, Suite 5400 Philadelphia PA 19106
Street City State ZIP

Owner's E-Mail Address operks@philapark.org **Owner's Fax #:** _____

The design professional in responsible charge of special inspections (DPRC-SI) shall indicate by a checkmark which of the special inspections below are required for the above mentioned construction site:

VERIFICATION AND INSPECTION ITEM		REQUIRED	CONTINUOUS	PERIODIC
Fabrication of structural load-bearing members and assemblies (1704.2)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fabrication of Pre-Cast Concrete (1704.2.1)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fabrication process of prefabricated wood structural elements and assemblies (1704.6 and 2303)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steel: (1704.3, and Table 1704.3)	Welding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Weld Filter Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Steel Frame Joint Details	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	High Strength Bolts, Nuts, and Washers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Reinforcing Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Concrete: (1704.4, and Table 1704.4)	Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Reinforcing Steel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Formwork	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Pre-cast Concrete Erection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Post-tension Concrete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Shotcrete Application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Prestressed Concrete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In-situ Concrete Strength	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

(CONTINUED FROM PREVIOUS PAGE)

VERIFICATION AND INSPECTION ITEM	REQUIRED	CONTINUOUS	PERIODIC
Masonry: Structural Walls (1704.11 and 2104)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1704.5, and Tables Retaining Walls (1704.11 and 1807) 1604.5, 1704.5.1 and 1704.5.3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Existing Site Soil Conditions, Fill Placement, Load Bearing Requirements (1704.7, 1803, and 1804, and Table 1704.7)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driven deep/Cast-in-place deep/Helical pile/Vertical masonry foundations (1704.8, 1704.9, and 1704.10, 1704.11, and Tables 1704.8 and 1704.9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excavation and Filling (1704.7, 1804, 1805, and 3304)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spray Fire-Resistant Materials, Mastic & Intumescent Coatings (1704.12, 1704.13)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Insulation and Finish Systems form (EIFS) (1704.14)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Cases (Attach separate sheet, if necessary) (1704.15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Underpinning (See Appendix B of Special Inspections Program)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post-Installed Concrete Anchors (Table 1704.4(4) Section 1912)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire Resistance (713 and 714)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structural Demolition (3303)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Control Systems (1704.16, 909, 909.18.8 and 909.19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seismic Resistance (1707, and 1705.3.1 through 1705.3.6 inclusive)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design Strength of Materials (1711)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alternate Test Procedures (1712)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Material and Test Standards (1716)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE OF SPECIAL INSPECTIONS (DPRC-SI)

Responsible for maintaining records of all inspections; furnishing reports to the Building Inspector; and verifying that the special inspector for each required item above is qualified to perform that inspection. Seal to affixed in space below.

Professional Engineer Registered Architect

Name: (Print) Jason R. Borden, P.E. Phone #: 610-628-9400

Address: 1710 WALTON RD, SUITE 112
Street
Blue Bell PA 19422
City State ZIP

E-Mail Address: jborden@oandsassociates.com Fax #:

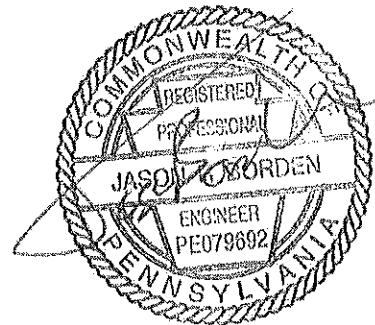


Exhibit C



PUBLIC BID PACKAGE

BID NO. 15-19

**GARAGE D RENEWAL
AT
PHILADELPHIA INTERNATIONAL AIRPORT
GARAGE ACCESS ROAD
PHILADELPHIA, PA 19153**

**PHILADELPHIA PARKING AUTHORITY
701 Market Street, Suite 5400
Philadelphia, PA 19106
(215) 683-9600
(215) 683-9711 FAX**

PROJECT MANUAL

**Bidding Documents
Divisions 1 through 9**

9 October 2015



1710 Walton Road
Blue Bell, PA 19422
(610) 628-9400
oandsassociates.com

COPY 214

O&S Associates, Inc

PHILADELPHIA PARKING AUTHORITY
Garage D Renewal at Philadelphia International Airport
Garage Access Road, Philadelphia, PA 19153

Name of Bidder: Quinn Construction, Inc.

SECTION 00 41 00

BID FORM

1. The following proposal is hereby made to:

The Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

2. The Following Proposal is hereby made as a "Stipulated Sum Bid No 15-19" from:

(Bidder)	<u>Quinn Construction, Inc.</u>
(Address)	<u>1017 4th Avenue</u>
(City, State, Zip)	<u>Lester, PA 19029</u>

2.1 Base Bid

Pursuant to and in compliance with the Invitation for Bid and the Instruction to Bidders relating thereto, The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, facilities, tools and services necessary to perform and complete the whole of the work described in the Contract Documents for **Garage D Renewal at Philadelphia International Airport**, and all appurtenant work in accordance with the Drawings, Specifications, General and Supplementary Conditions, Special Contract Requirements, and other Contract Documents, and according to any additional explanations that may be furnished by the Philadelphia Parking Authority for the following stipulated amount:

Total Base Bid Dollars (\$ 10,367,528.00)

Total Amount of Base Bid Written Out Ten Million Three Hundred Sixty-Seven Thousand Five Hundred Twenty-Eight Dollars

Name of Bidder: Quinn Construction, Inc.

2.2 Bid Detail

Total Combined Extension Cost to Equal Base Bid Lump Sum (Note: Apparent Low Bid Contractor Will be Required to Provide Full Bid Breakdown for De-Scope Review)

Work Item	Description	Contract Quantity	Unit	Unit Price	Extension Cost
General					
1.1	Permitting (Allowance)	1	LS	NA	\$ 100,000
1.2	Payment & Performance Bonds	1	LS	NA	\$ 200,119.00
1.3	General Conditions/Mobilization	1	LS	NA	\$ 600,000.96
1.4	Site Protections	1	LS	NA	\$ 892,150.00
Concrete Repairs					
2.1	Partial Depth Concrete Topping Repair	78,000	SF	\$ 31.00	\$ 2,418,000.00
A	Partial Depth Concrete Topping Repair (>3.5")	2,000	SF	\$ 40.00	\$ 80,000.00
B	Partial Depth Concrete Repair at C.I.P. Slab	3,000	SF	\$ 40.00	\$ 120,000.00
2.2	Full Depth Concrete Repair	500	SF	\$ 105.00	\$ 52,500.00
2.3	Partial Depth Overhead Concrete Repair	250	SF	\$ 110.00	\$ 27,500.00
A	Partial Depth Overhead Concrete Repair C.I.P. Concrete	200	SF	\$ 125.00	\$ 25,000.00
2.4	Tee to Tee Shear Connector Repair	50	EA	\$ 137.00	\$ 6,850.00
2.5	Partial Depth Repair of Spandrel Beam	100	SF	\$ 135.00	\$ 13,500.00
2.6	Tee to Spandrel Connection Repair	50	EA	\$ 135.00	\$ 6,750.00
2.7	Partial Depth Repair of Inverted Tee Girder	200	SF	\$ 155.00	\$ 31,000.00
2.8	Double Tee Web Repair	250	SF	\$ 126.00	\$ 31,500.00
2.9	Vertical Repair at Concrete Column/Wall	150	SF	\$ 123.00	\$ 18,450.00
2.10	Concrete Curb Repair	150	SF	\$ 61.00	\$ 9,150.00
2.11	Vertical and Overhead Repair at Stairs	50	SF	\$ 140.00	\$ 7,000.00
2.12	Stair Handrail Post Pocket Repair	225	EA	\$ 128.00	\$ 28,800.00
2.13	Stair Nosing Repair	50	EA	\$ 425.00	\$ 21,250.00
2.14	Grout Pocket Repair	120	EA	\$ 130.00	\$ 15,600.00

Name of Bidder: Quinn Construction, Inc.

Thermal and Waterproofing Repairs					
3.1	Rebuild Exp. Joint Nosing @ Lvl's 1-4	1920	LF	\$ 165.00	\$ 316,800.00
A	Repair Tee Flange at Expansion Joint	330	LF	\$ 380.00	\$ 125,400.00
B	Rebuild Exp Jt. Nosing @ Roof	600	LF	\$ 168.00	\$ 100,800.00
3.2	Expansion Joint Replacement @ Lvl's 1-4	1	LS	\$ 216,540.00	\$ 216,540.00
A	Expansion Joint Replacement @ Roof	1	LS	\$ 98,115.00	\$ 98,115.00
B	Expansion Joint Replacement @ Helix	1	LS	\$ 47,520.00	\$ 47,520.00
3.3	Cove Joint Replacement	1	LS	\$ 73,215.99	\$ 73,215.99
3.4	Sealant Joint Replacement	1	LS	\$ 307,898.50	\$ 307,898.50
3.5	Replace Deteriorated Drain	120	EA	\$ 4,100.00	\$ 492,000.00
3.6	Replace Deteriorated Rain Water Conductor Pipe	250	LF	\$ 152.00	\$ 38,000.00
3.7	Install New Supplemental Drain	50	EA	\$ 5,500.00	\$ 275,000.00
3.8	Repair Scaled Concrete Floor Surface	1,500	SF	\$ 24.00	\$ 36,000.00
3.9	Remove Existing Floor Coating	60,000	SF	\$ 5.00	\$ 300,000.00
3.10	Install New Membrane	1	LS	\$ 2,516,794.55	\$ 2,516,794.55
Miscellaneous Work Items					
4.1	Line Striping	1	LS	NA	\$ 19,200.00
4.2	Paint Columns, Walls & Spandrels	1	LS	NA	\$ 364.00
4.3	Remove & Reset Bollards	1	LS	\$ 7,320.00	\$ 7,320.00
4.4	Update Stair Handrail for Code Compliance	1	LS	\$ 108,000.00	\$ 108,000.00
4.5	Replace Existing Helix Guardrail (Not Code Compliant)	1	LS	\$ 45,500.00	\$ 45,500.00
4.6	Install New Drain Pipe Guards	100	EA	\$ 260.00	\$ 26,000.00
Work at Other Garages					
5.0	Expansion Joint Repair @ Garage C	55	LF	\$ 908.00	\$ 49,940.00
5.1	Misc. Concrete Repair at other Garages	10	EA	\$ 1,200.00	\$ 12,000.00
Additional Work Allowances					
6.0	Allowance for Electrical Work	1	LS	NA	\$ 100,000
6.1	Contingency For Work Beyond Base Bid	1	LS	NA	\$ 350,000
Combined Total (Equal to Base Bid)				\$	10,367,529.00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Allowances" for testing and inspecting allowances.
 - 2. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to

show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.

1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and respecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329 and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests

and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed, unless otherwise indicated.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched

SECTION 07 92 00
JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.

B. Related Sections:

1. Division 03 Section "Concrete Repair."
2. Division 03 Section "Cast-in Place Concrete."
3. Division 07 Section "Joint Sealants."

1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Priming of adhesion surfaces is always required.
2. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.

- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:
 - a. Each kind of sealant and joint substrate indicated.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

- a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
 1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.
- E. Qualification Data: For qualified Installer.
- F. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- G. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- I. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

- J. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- K. Field-Adhesion Test Reports: For each sealant application tested.
- L. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.
- E. Preinstallation Conference: Conduct conference at **Project site**.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25/50, for Use NT.
1. Products: Subject to compliance with requirements, **provide one of the following:**
 - a. Sika Corporation, Construction Products Division; Sikaflex – 2c NS EZ Mix.
 - b. Pecora DynaTrol II
 - c. BASF MasterSeal NP 1 or NP 2.
- B. Multicomponent, Self Leveling, Urethane Joint Sealant: ASTM C 920, Type M, Grade P, Class 25/50, for Use NT.
1. Products: Subject to compliance with requirements, **provide one of the following:**
 - a. BASF Building Systems; MasterSeal SL 2.
 - b. Pecora Corporation; DynaTrol II-SG
 - c. Sika Corporation, Construction Products Division; **Sikaflex - 2c SL.**

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, **Type C (closed-cell material with a surface skin)**, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

JOINT SEALANTS

3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform **10** tests for the first **1000** feet (**300 m**) of joint length for each kind of sealant and joint substrate.
 - b. Perform 1 test for each **1000** feet (**300 m**) of joint length thereafter or 1 test per each floor per elevation.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION