#### 1.1 DEFINITIONS:

A. Project: Hotel Listed on the Title Block

B. Contract: Refers to the Contract for Construction executed by the Contractor and the Owner.

C. Contract Documents: Consists of the drawings, notes, requirements and specifications prepared by the Architect and Engineers including the Contract for Construction and Addenda thereto. In the event of conflict between these Documents the Architect will make the decision as to which document takes priority over the other.

D. Contractor: The General Contractor is the one contracted with the Owner to perform the Work. Where the Contractor is mentioned, it means the General Contractor, all of his (its) workers, sub-contractors, suppliers and/or

representatives.

E. Work: Where the word Work is used, it includes all labor, materials, equipment, etc. necessary to perform the task mentioned or required in a first class workmanship manner. All materials and equipment used in this Project will be new, good quality, undamaged and as specified or intended in these SPECIFICATIONS and/or the plans by the Architect and/or Engineer.

F. Architect/Engineer: Where the Architect, Engineer and/or Contractor are mentioned herein in reference to approvals or disapprovals, the Owner at his request may be substituted therefor, except for decisions that change the drawings or specifications regarding structural or safety items which will require the Architect's or Engineer's approval in addition to the Owner's approval. Where "Owner" is mentioned herein, it means the Project's Owner, its, his or her representative.

#### 1.2 A.I.A. GENERAL CONDITIONS:

A. The "General Conditions of the Contract for Construction," A.I.A. document A201, latest edition (referred to as General Conditions), is hereby made a part of the Contract Documents for construction of this Project, the same as if written herein.

1.3 DRAWINGS AND SPECIFICATIONS:

A. Exceptions, omissions, errors and inconsistencies in the Drawings and Specifications shall be brought to the Architect's attention as soon as

B. Explanatory notes shall take precedence over conflicting drawn-out indications, large scale details to small scale drawings and figure dimensions to scale measurements. In all cases the details and scale drawings shall be checked with existing conditions and from work in place. Should a variation be found, it shall be immediately referred to the Architect for adjustment, or the Contractor shall be responsible for any extra work or costs required to make the required corrections.

#### 1.4 TRADESPERSONS AND WORKMANSHIP STANDARDS:

A. General: The Contractor will instigate and maintain procedures to ensure that persons performing work at the site are skilled and knowledgeable in methods and craftsmanship needed to produce the required quality-levels for workmanship in completed Work. Remove and replace Work which does not comply with workmanship standards as specified and as recognized to be "First Class" in the construction industry for the applications indicated. Remove and replace all Work of poor quality, damaged or deteriorated by faulty workmanship or due to lack of protection.

B. Availability of Tradespersons: At each progress or coordination meeting, with the Owner and/or Architect the Contractor will review availability of tradespersons and projected needs to accomplish the Work as scheduled require each prime entity employing personnel to report on current and pending trade union actions and jurisdictional matters which might affect progress of work. The Contractor will consider alternatives and take actions to avoid disputes and delays.

1.5 INDUSTRY STANDARDS: A. General Applicability of Standards: Applicable standards of construction industry material and equipment requirements, specifications, etc. have the same force and effect (and are made a part of Contract Documents) as if copied directly into Contract Documents, or as if published copies were bound herewith.

## 1.6 MANUFACTURER'S RECOMMENDATIONS:

A. All manufactured items, materials and equipment shall be transported, stored, protected, used, applied, installed connected and cleaned in accordance with the manufacturers' recommendations or instructions, unless specified otherwise in the Contract Documents. The Contract Documents depend on the manufacturer's recommendations to supplement the Specifications and Drawings for more detailed instructions of the use and installation of these materials and equipment and are included in these specifications the same as if written herein.

## 1.7 ORDERING AND SCHEDULING:

A. Liquidated damages or penalties may or may not be required in the Contract Documents; however, signing of the Contract Documents shall be deemed evidence that the time allowed for the Contractor to complete the Project is reasonable and realistic. The Contractor and/or Sub-Contractor(s) are responsible for ordering and scheduling materials for the Work far enough in advance to eliminate any delays in construction time. The Contractor will be considered in default of the Contract if the Project is delayed due to the Contractor's failure to order, execute or schedule the work as required.

## 1.8 MEASUREMENTS:

A. Before ordering any material or doing any work, the Contractor shall verify all measurements of materials, construction, building components, equipment, etc., and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings, manufacturer's literature, etc. Any difference which may be found, shall be submitted to the Architect for consideration before proceeding with the Work.

## 1.9 SUBSTITUTIONS:

A. Where a specific brand or trade name is specified for materials or equipment, there will be no substitution allowed by the Contractor without the Owner's written approval. Where "approved equal" is mentioned it means the Owner's approval is required before a substitution is allowed.

B. Before the Owner will consider approving a substitution, the Contractor will submit whatever product literature and/or testing results available in addition to samples of the suggested substitution to the Owner for consideration.

C. The requested substitution will be submitted in ample advance time for the Owner's consideration in order to eliminate any delay in the Work. Neither extension of time nor extra costs will be allowed for approval or disapproval of a substitution. If the Owner does not respond to the substitution request, the substitution is considered disapproved.

1.10 WARRANTS AND/OR GUARANTEES:

A. The Contractor will warrant and guarantee to the Owner all materials, supplies, equipment, labor and Work against being defective, misuse, poor installation and/or bad workmanship.

B. The warrant and/or guarantee will be for a minimum of one year after the completion of the Project Work. Additional warrantees provided by equipment and/or material manufacturers will be in the Owner's name. Also warranties and guarantees as noted elsewhere in these specifications for longer than one year will be furnished to the Owner. The penetration and installation of flashing, roofing and roof insulation will be guaranteed against water leakage for five years.

C. Damages to the building, building finishes, equipment, fixtures or furniture by failure of any Contractor guaranteed item while the warranty is in effect will be replaced or repaired to its original condition by the

1.11 MISCELLANEOUS REQUIREMENTS:

A. All dimensions are to center or edges of studs, center of windows and doors and edges of concrete or masonry unless noted "finish" dimensions. Dimensions are "nominal" for wood, CMU and masonry.

B. Submit shop drawings to the Owner before construction or manufacture of all cabinet work, structural wood, steel, hardware, and where required elsewhere in the Contract Documents, where the Contractor is unclear as to the Contract Document requirements and where a substitution is requested, ask the Architect for clarification.

C. In the event of questions as to dimensions, call the Architect for clarifications in lieu of scaling drawings...

D. Codes: All Work will conform with the City's, State's and Federal Building, requirements and codes including ADA regulations along with any other requirements by other entities, having jurisdiction over the Project.

E. Permits: The Contractor will pay for all construction permits and inspection fees.

Utility Pro-Rata and impact fees will be paid for by the Owner G. Colors of all construction materials, paint and finishes will be as selected by the Owner

H. The soil investigation report requirements will be followed explicitly. There will be no deviation allowed without the structural engineer's or architect's approval regardless of an other information in the contract documents.

I. These specifications are all-encompassing and may contain items which are required only if noted, shown or required on the drawings.

1.12 PERFORMANCE AND PAYMENT BOND:

A. The Contractor will furnish a Performance and Payment Bond for the amount of the Construction Contract by a company approved by the Owner. The Bond will be paid for by the Contractor.

B. At his option, the Owner may waive this Requirement

1.13 F.F.AND E. INSTALLATION:

A. The Contractor will coordinate his Work by cooperating with the Owner in the installation of the Owner's F.F.and E. before the Work of the Contractor is completed in order that by Final Completion of the construction, the majority of the F.F.andE. can be installed.

1.14 CONTRACTOR PRE-REQUISITES FOR PAYMENTS:

A. The Contractor will submit the following to the Owner within two weeks after executing the Contract. No payments will be made to the Contractor before these submissions have been made.

(1) Schedule of values of all individual costs and sub-contracts and a list of the amount of Work to be performed with the value thereof. Values can be estimated if contracts for same have not been executed. In order to save time, the Contractor should discuss these requirements with the Owner beforehand.

(2) Copy of the building permit.

(3) Copy of the payment and performance bond if a bond is required by

(4) Copy of evidence of Workman's Compensation and other insurance that may be required by the Contract or the Owner. (5) Construction keys (4) to the Project for the Owner. (6) Schedule of estimated time of construction, sub-contractor's work, major

material delivery and installation. B. Lien waivers for the previous month's work will be furnished to the Owner before approval of the current month's payment request will be made.

1.15 PROJECT CLOSEOUT:

A. The Contractor's Prerequisites to Final Completion and final payment are: (1) Completion of all Work and the Owner's final punch list

(2) submit to Owner material and equipment warrantees along with all other warrantees and guarantees required or that are available.

(3) Submit to the Owner a copy of the final construction approval (Certificate of Occupancy) from the governmental agency that has jurisdiction over the Project.

(4) Listing of names, addresses and phone numbers of all sub-contractors, principal suppliers and fabricators who have worked on or supplied equipment for the Project.

(5) Submit to the Owner keys to new locksets.

(6) Submit to the Owner all equipment operating manuals and instruct the Owner in the operation thereof. Save and give to the Owner all equipment manuals and instructions.

(7) Submit lien waivers from all suppliers and sub-contractors who performed work and furnished equipment or materials on the Project. Pay for all utilities used prior to the Owner's Final Acceptance and occupancy of

(8) Final cleaning of the Project including all kitchen equipment, walls, floors, ceilings, glass, toilet fixtures, light fixtures, etc. Remove all trash, debris and remaining construction materials from the premises. Leave all top soil graded to drain water away from all buildings and curbs. Leave all soil raked smooth without any pockets or high spots which would prevent good

(9) Occupancy of the Project or a portion of the Project by the Owner does not signify either Substantial or Final Completion or final acceptance of all the Work

(10) Furnish one set of Mylar "as built" drawings to the Owner.

## 1.16 ADMINISTRATION OF THE CONSTRUCTION

A. In the event the Contract between Owner and Architect/Engineer does not provide for the Architect/Engineer to administer the construction by making periodic inspections of the Contractor's Work, then during construction, the Owner will assume the responsibilities and duties required of the Architect/Engineer herein. The AIA General Conditions shall be modified to conform to this requirement.

B. It is the Contractor's responsibility to determine by inquiry of the Owner who and in what capacity is responsible for the Administration of the

C. Wherever herein the Architect/Engineer is referred to regarding construction administration, it will be governed by the extent of the service required in the Agreement between Owner and Architect/Engineer.

#### DIVISION 2 - SITEWORK

2.1 SITE:

The area of the site for which sitework is to be performed is the area within the property lines, or the area within 10' of the outside perimeter of the pavement, curbs or walks whichever is larger or as described by the Owner.

2.2 EARTHWORK:

A. Clear the entire site of all trees, brush, debris and material items except what the Owner directs to be retained and protected. Strip the site of all vegetation 4" deep minimum and stockpile for future use in landscaped areas. Unused soil to be removed from site.

B. The upper 12" of soil under the building and paved areas to be scarified, moisture conditioned, and recompacted to 95% maximum density based on ASTM Test Method D1557. All soft or uncompactable areas will be removed and replaced with non-expansive engineered fill that will compact to 95%.

C. All fill required under the buildings will have a plasticity index not greater than 15 as determined by ASTM D4318; an expansion index not exceeding 15 as determined by UBC 29-1 and a particle size not exceeding 2 inches as determined by ASTM D4222. Fill will be placed in loose lifts not exceeding 8" before compaction.

D. Excess on-site soil may be used as fill if it meets the requirements of C (above) E. Finish grading will uniformly slope away from all buildings and curbs (Unless required otherwise on the grading plan) with no low places or pockets for water to stand. Final finish grades in landscaped areas will be 2" below walks and curbs and a minimum of 6" below the building foundation. Rake smooth all ground areas of the site before final acceptance of the

Construction by the Owner. F. All earthwork will be in accordance with the recommendations of the Geotechnical Investigation Report, (if available) and/or the specifications. In the event of conflict, the Report will take priority.

2.3 CONCRETE WALKS, CURBS, DRIVEWAYS AND PAVEMENT:

A. Extent of Work: Includes all exterior concrete work i.e. walks, curbs, pavement, pool deck, transformer pad dumpster, drainage structures, etc B. Supplemental requirements: Divisions 2 Site Work and 3 Concrete.

C. Concrete: To be 3,000 psi normal weight concrete with a minimum of 5 sacks of Portland Cement/yard and a maximum of 6 gallons water/sack of cement complying with ACI 318-77 and ACI 301-72-82. Place concrete using methods to prevent segregation, vibrating as required to fully fill forms before concrete begins to set-up. Deposit and spread concrete in a continuous operation as far as possible ending the pour only at an expansion or construction joint. All edges to be radius tooled. Concrete, level or uneveness will not exceed 1/8" in 10' (this does not refer to slope for drainage purposes)

(1) Construction joints: locate metal keyways at end of all pours. (2) Expansion joints: located a maximum of 50 L.F. in sidewalks, and curbs, 400 SF in pool deck, 2500 SF in pavement and at all corner, intersections, offsets, angles and joints with other concrete pours or materials. Joints to be 1/2" x depth of pour with top 1-1/2" filled with one part polysulfide or polyurethane sealant as recommended over premolded backer rod or redwood.

(3) Contraction joints: sawed 1/4" wide by 1" deep will be located a maximum of 6' o.c. in walks and 100 S.F. in pool deck and 400 SF in pavement.

E. Finishing: sidewalks and pool deck to be troweled with a broom finish; curbs and walls to have a rubbed, sand finish without any form marks and pavement to have smooth trowel finish.

F. Curing will be in accordance with ACI recommendations.

2.4 CONCRETE INTERLOCKING PAVERS:

A. If indicated on the drawing, furnish and install interlocking concrete paver units as manufactured by Pavestone Company, Grapevine, TX and all Work to be as recommended by Pavestone.

B. Pavers to be 4" x 8" x 3" thick Type L-2 Uni-stone laid in a herringbone pattern with 1/8" joints and a 1-1/2" sand bedding on 6" compacted sub-base. Fill joints with sand. Color to be selected by Owner. C. All edges to have reinforced concrete edge beams.

2.5 TERMITE CONTROL: A. The soil under all concrete building foundation and slabs will be treated for termites with a liquid insecticide of Chlordane, Aldrin, Dieldrin or Heptahlor applied according to the manufacturer's recommendations.

B. Apply termite treatment to soil before the 6 mil polyethylene vapor

barrier is installed. C. The Applicator will be a State licensed professional pesticide control company who has been in the business for a minimum of five years and will furnish the Owner with a written 5 year warranty for its Work.

2.6 ASPHALT PAVING

A. To be used only if required on the drawings or if approved by the owner. B. Asphalt mix, thickness, application, base and sub-base to be as recommended by the Geotectnical Engineer or equal to the State highway

# requirements for type of use for commercial driveways and parking lots.

DIVISION 3 - CONCRETE

3.1 REINFORCED CONCRETE BUILDING FOUNDATIONS:

A. Construct all reinforced concrete to comply with recommendations of

ACI 318-77 and ACI-72 (Rev.1981). B. Detail, fabricate and place all reinforcing steel to comply with recommendations of ACI "Manual of Standard Practice for Detailing Reinforced Concrete Structures (ACI 315-74).

C. Show location of all required and additional proposed construction joints and additional reinforcing steel required therein on reinforcing steel shop

D. Concrete: To be 3,000 psi normal weight concrete with a minimum of 5 sacks of Portland Cement/yard and a maximum of 6 gallons of water/sack of cement, complying with ACI 318-77 and ACI 301-72-82. Place concrete using methods to prevent segregation, vibrating as required to fully fill forms before concrete begins to set-up. Deposit and spread concrete in a continuous operation as far as possible ending the pour only at an expansion or construction joint. All edges to be radius tooled. Concrete level or uneveness will not exceed 1/8" in 10' (does not refer to slope for drainage).

E. Reinforcing bars shall have minimum yield strength indicated below and shall comply with ASTM A615 standard and shall be grade 60 (60,000 psi yield strength).

F. Bars shall be mill marked so that type, grade and yield strength are visibly identifiable. G. WWF shall conform with ASTM A185 standard.

H. Reinforcing bars shall lap 30 bar diameters at splices and corner bars. I. Provide concrete coverage for reinforcing steel as follows unless otherwise shown:

Piers (if required) 3" clear Walls: At faces exposed to weather or earth 2" clear Typical, except as otherwise noted 1" clear

Beams: At faces exposed to weather or earth 2" clear to ties Typical, except as otherwise noted 1-1/2" clear to ties

J. Provide and install reinforcing bar accessories in accordance with recommendation of ACI 315-74.

K. Provide 6 mil polyethylene vapor barrier under all interior slabs-on-fill or grade after treating soil for termites. L. Extend reinforcing or dowell bars into beams, footings and slabs as shown on drawings or where necessary to tie the foundation, walks, walls,

etc. together in order that they act as a unified structure.

(1) Floors where ceramic, porcelain or quarry tile is to be installed will be troweled smooth with broom finish for thin-set tile installation. (2) Floors where vinyl tile or carpet is to be installed will be troweled smooth without any imperfections which will show through tile or carpet

N. Quality Assurance: All concrete forming and concrete Work will conform with the requirements of ACI-301, Chapter 4 "Specifications for Structural Concrete for Buildings.

3.2 CONCRETE WALKS AND FILL ABOVE GRADE:

A. Exterior walks, corridors and balconies will be 3,000 psi (hardrock) concrete with rock or gravel not exceeding 1/4 the depth of the concrete. Concrete to wash-up 1"/10" in each direction of all exterior doors. Concrete mix to be the same as 2.3.C above. Joints to be the same as 2.3.D above except that expansion joints will be 25' o.c. maximum, aligned with the building party walls where possible. Contraction joints to be a maximum of 5'-0" o.c. Finish to be troweled with a broom finish. Concrete to be installed over two layers of 15# felt hot tar mopped to the plywood and between layers or an approved single ply roofing material waterproof

B. Interior concrete fill on plywood floors to be either 2,000 psi hardrock or light weight concrete installed over 6 mil polyethylene sheeting. Finish to be smooth troweled without any imperfections that may show through carpet or vinyl flooring. Gyp-Crete will be considered equal to concrete for sound and fireproofing.

#### DIVISION 4 - MASONRY (if indicated on the drawings)

4.1 CONCRETE MASONRY UNITS (CMU): A. All Work will be in accordance with NCMA's requirements and CMU will be manufactured by a NCMA member company. CMU to be in accordance with ASTM C-90 Grade N-1 for hollow load bearing normal weight units. CMU to be 8"x8"x16" size except where special sizes or shapes are required. Units will be laid in a running bond with corners lapped and concave joints. Install solid caps at all block walls with tops or ends exposed to weather or view. Minimum reinforcing will be #9 wire ladder type installed continuous in all alternate horizontal joints and at the top of all walls to have continuous "U" block filled with concrete and two #4 reinforcing bars. Vertical reinforcing will be installed, if indicated on the drawings or in walls 48" high and taller which will have 2 #4 @ 48" o.c., at all corners and ends of walls. Vertical reinforcing will be doweled or embedded in the concrete foundations 15".

B. Split face masonry (if required on drawings): To be limestone mix integrally colored units, color as selected by Owner, as mfg. by TXI. Sizes to be as indicated on drawings. Laid in runningbond (unless indicated otherwise

on drawings), with concave tooled joints.

4.2 BRICK VENEER A. Modular nominal size 4" x 8" x 2-2/3" clay face brick conforming to ASTM C:216. Grade SW, Type FBX, 8,000 psi, texture, pattern and color selected by the Owner will be used. With the Owner's approval other sizes may be substituted for modular size. Special sizes and shapes will be installed where shown on the drawings. Bricks will be laid in a running bond with concave joints except where indicated otherwise on the drawings. Exposed cores will not be allowed. Mortar to be type S consisting by proportion - 1 part Portland cement (ASTM C-150 Type I or II, low alkali), 1/2 part hydrated lime (ASTM C-207) and 4-1/2 parts sand (ASTM C-144). All construction will conform to UBC 2404 and ACI 530.1.2.3. Provide a "brick allowance" cost of \$300.00 per 1000 (shipped to the site). King size brick may be used with Owner's approval.

## DIVISION 5 - METALS

5.1 STRUCTURAL STEEL

A. Detail, fabricate and erect all structural steel in accordance with latest AISC "Specification for Design, Fabrication and Erection of Structural Steel

B. Except where otherwise noted, all structural steel shall have a minimum yield strength of 36 ksi and shall conform to ASTM A36.

C. All anchor bolts shall conform to ASTM A307.

D. Welding shall be in accord with "Structural Welding Code" by American Welding Society (AWS D1.1-85). Welding shall be performed only by pre-qualified operators with E70 XX Electrodes.

E. Structural steel shop drawings and erection drawings shall be original and shall be submitted for approval prior to fabrication. Reproducible prints made from contract drawings are not permitted.

F. Field painting and touch-up shall be performed on all field welded joints of steel.

5.2 STEEL HANDRAILS, GUARD RAILS, POOL FENCE AND STAIRS: (as follows unless shown otherwise) A. Handrails to be 1-1/2" round standard steel pipe continuous between each end with joints welded and ground smooth. The ends will be solid,

G. All steel will be prime painted by supplier for finish painting on the job.

smooth and extended or returned as required by ADA. B. Secure handrails to steel wall brackets 60" oc. maximum by Trimco which are lag screwed to solid wood blocking in the stud walls at the stairwells and walls of the buildings where rails abut the building or columns.

C. Weld all handrails (except wall attached) to 1-1/2" x 1-1/2" 12 gauge steel posts 6'-3" o.c. maximum. Posts will be welded to the steel stringer or support channels of the stairs or bolted to wood face of balconies.

D. Weld 1/2" x 1/2" steel pickets @ 4" o.c. to the handrail and to 1-1/2" x 1-1/2" 12 gauge bottom rail which is welded to the posts.

E. Grind all welds and joints smooth, prime paint by the supplier, touch up paint on the job before finish painting by the Painting Contractor. All steel to be new, undamaged and free of any rust.

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JOB: 811 DRAWN: FEC DATE: 10/2 /98 REVISIONS:

