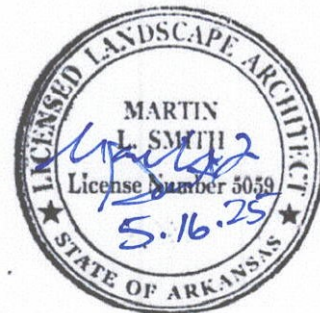


PROJECT MANUAL

City of Marion Colonial Park Improvements Marion, Arkansas

Date: May 16, 2025



Prepared by
EDG

395 Colonial Dr.
Marion, AR 72364
Project Number 25-005

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PART 1 - GENERAL

1.1 SUMMARY

- A. Engage and provide a qualified Engineering Inspections and Observations firm to provide Owner and Engineer of Record daily Inspections and Observations and reports in addition to other inspections and observations required in other Specification Sections for the project. Frequency of Inspections and Observations shall be on an as-needed basis.
 - 1. At a minimum the Inspections and Observations Engineer shall witness materials sampling and testing, City Inspections requiring an Owner Representative, and monthly Progress meetings.
 - 2. Engineer of record may be retained at their standard hourly billing rate.
 - 3. A third-party Engineer licensed in the State of Arkansas may be retained to provide the required daily Inspections and Observations.
- B. Inspections and Observations Engineer shall report directly to the project Engineer of Record and the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 000900

SECTION 001002 - ENDANGERED SPECIES ACT COMPLIANCE

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor shall comply with all requirements and recommendations of the United States Endangered Species Act and Gold and Bald Eagle Protection Act. All construction activity shall comply with the recommendations and requirements of the US Fish and Wildlife Service for the protection of endangered species. The following documents and codes are hereby incorporated by reference to these Project Specifications.
 - 1. Endangered Species Act of 1973 (ESA; 16 U.S.C. 1531 et seq.)
 - 2. Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d)
- B. There are NOT known endangered species, or Bald or Golden Eagles present at or near the proposed work areas.
- C. If endangered species or Bald or Golden Eagles are encountered during construction the Contractor shall stop work immediately and notify the Owner and Engineer. Contractor shall await direction prior to commencing work activities.
- D. Contractor shall conduct a tree removal pre-construction conference to review the trees to be removed.
- E. Contractor shall obtain written approval from the City, Owner, and Engineer prior to any burning of trees or brush onsite.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 001002

SECTION 001003 - STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor shall comply with all requirements and recommendations of the Arkansas Department of Energy and Environment (ADEE) Construction Stormwater Discharge Permit. The following documents and codes are hereby incorporated by reference to these Project Specifications.
 - 1. Stormwater Pollution Prevention Plan (SWPPP) for Construction Activities for Small Construction Sites.
 - 2. ADEQ SWPPP General Permit No. ARR150000 Small Site (AUTOMATIC COVERAGE for 1 Acre or More but Less than 5 acres)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 001003

SECTION 001004 - ARKANSAS HISTORIC PRESERVATION PROGRAM REFERENCE

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor shall comply with all requirements and recommendations of the Arkansas Department of Heritage, Arkansas Historic Preservation Program and National Historic Preservation Act. The following documents and codes are hereby incorporated by reference to these Project Specifications.
 - 1. National Historic Preservation Act of 1966 (NHPA, Public Law 89-665; 54 U.S.C. 300101 et seq.)
- B. There are NOT known historic properties or cultural resources at or near the proposed work areas.
- C. If cultural resources or historic properties are encountered during construction the Contractor shall stop work immediately and notify the Owner and Engineer. Contractor shall await direction prior to commencing work activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 001004

ADVERTISEMENT FOR BIDS

THE CITY OF MARION (Owner) is requesting Bids for the construction of the following Project: **Colonial Park Improvements**.

Sealed bids for the construction of the Project will be received at the **Owner's Office** located at **City of Marion, ATTN: Cheryl Starling, 13 Military Road, Marion, AR 72364**, or **Owner's P.O. Box, City of Marion, P.O. Box 717, Marion, AR 72364**, until **Tuesday, June 3rd, 2025, 1 PM** local time. At that time, the Bids received will be **publicly** opened and read.

The Project includes the following Work: **Construction of and landscaping for new concrete trail system, playground renovations, dog park, pickleball court, restrooms, and associated grading and drainage**.

The Issuing Office for the Bidding Documents is: **Ecological Design Group, Inc. 120 S. Iward St., Little Rock, AR 72201**. Prospective Bidders may obtain or view the Bidding Documents, during business hours at: **Southern Reprographics, 901 West 7th St., Little Rock, AR 72201, (501) 372-4011**; and **Jonesboro Blue Print & Supply, 222 Madison St., Jonesboro, AR 72401, (870) 932-4349**.

A set of (3) printed copies of the Bidding Documents may be obtained by paying a deposit of **\$100** per set to the issuing office. Deposit price does not include shipping, if required. Bidders who return full sets of the Bidding Documents in good condition within 10 days after opening of Bids will receive a full refund. A bidder receiving a contract award may retain the bidding documents and the Bidder's deposit will be refunded. Prime Bidders requiring additional sets and Sub-Bidders may purchase bidding documents through **Southern Reprographics**.

Electronic copies of documents may be obtained at the following digital plan room:
<https://SRIPlanRoom.com>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website or issuing office as plan holders. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Bid Security in the amount of five (5) percent of the bid must accompany each bid in accordance with the Instructions to Bidders.

An informational pre-bid conference for the Project will be held on **May 27th, 2025 at 1 PM** at **City of Marion, City Hall Conference Room, 13 Military Road, Marion, AR 72364**. Attendance at the pre-bid conference is encouraged but not required.

This Advertisement is issued by:

Owner: **City of Marion**

By: **Tracy Brick**

Title: **Mayor**

1st Advertisement Date: **May 18, 2025**

2nd Advertisement Date: **May 25, 2025**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information

that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

- b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
 - B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
 - B. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- 5.05 *Owner's Safety Program*
- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 5.06 *Other Work at the Site*
- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should

review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. Submit via email to jdborgeson@ecologicaldg.com or via post to: ATTN: JD Borgeson, Ecological Design Group, Inc., 120 S. Izard St., Little Rock, AR, 72201**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Bidders are recommended to coordinate with the following suppliers for the following specific items listed:
- A. **Supplier for CXT Cortez Bathroom : LB Foster, Contact Jeff Chambers, jchambers@lbfoster.com**
 - B. **Supplier for playground equipment: ACS Playground, Contact Cameron Wood, cameronw@acsplay.com**
 - C. **Supplier for Simplex Grinder Pump: Tencarva, Contact Jake Houston, jhouston@tencarva.com**
 - D. **Supplier for Modular Pump Track: American Ramp Company, Contact Evan Moss, evan@americanrampcompany.com**
- 11.03 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. Supplier for Concrete

- 11.04 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered. Bids are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance and all other like items necessary to complete this project.
- B. The estimate of quantities in the bid form is approximate only and shall be the basis for receiving unit prices for each item, but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include in the unit prices: furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be shown numerically and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.
- C. The unit prices provided in the bid are for the sole purpose of comparing bids and are not referenced in the construction contract.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
 - A. The Owner shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular. Bonds and Insurance.
 - B. If the Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
 - C. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers

proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- D. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marion
ATTN: Cheryl Starling
P.O. Box 717
Marion, AR 72364

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Attachment A – Unit Prices

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
--------------------	----

3.02 *Unit Prices*

A. Bidder will perform the Work for the Lump Sum Price stated above for the indicated unit prices in Attachment A – Unit Prices. Bidder is required to complete Attachment A and submit as part of Bid; however, the unit price sheet is for the purpose of comparing bids and have no bearing on the contract.

B. Bidder acknowledges that:

- 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID FORM ATTACHMENT A – UNIT PRICES

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Site Prep + Erosion Control + Temporary Seeding	LS	1	\$	\$
2	Earthwork/Grading	CY	5,060	\$	\$
3	Export Fill	CY	400	\$	\$
4	Class 7 Base - Parking + Pickleball + Restroom	TON	600	\$	\$
5	Asphalt Pavement	TON	150	\$	\$
6	Class 7 Base - Sidewalks	TON	230	\$	\$
7	ADA Parking Stall	EA	2		
8	Pickleball Courts + Netting	SF	4,140	\$	\$
9	Pickleball Fencing	LF	250	\$	\$
10	Pickleball Lighting	LS	1	\$	\$
11	CXT Single Restroom	LS	1	\$	\$
12	Concrete Sidewalk + Concrete Plaza	SF	14,100	\$	\$
13	Shade Structure + Fabric Replacement	SF	1,040	\$	\$
14	Playground Improvements + Steps + Surfacing	LS	1	\$	\$
15	Concrete Ribbon Curb	LF	648	\$	\$
16	Pump Track - Modular	LS	1	\$	\$
17	Water Utilities	LF	330	\$	\$
18	Sewer Grinder Pump Lift Station	LS	1	\$	\$
19	PVC Force Main 1.25"	LF	520	\$	\$
20	Site Lighting	EA	13	\$	\$
21	Site Electrical	LS	1	\$	\$
22	Trees - 3" caliper (45 gallon)	EA	17	\$	\$
23	Hydroseed Bermuda + Cover	SF	236,726	\$	\$
24	Wetland Seed Mix + Hydroseed	SF	4,786	\$	\$
25	Erosion Control Blankets	SF	2,878	\$	\$
26	Stormwater Infrastructure	LS	1	\$	\$
27	Dog Park Fencing	LF	620	\$	\$
28	Site Furnishings – (6) -backless benches (2) - trash (4) - picnic	LS	1	\$	\$
29	Elevated Walk	EA	1	\$	\$
30	Boardwalk	SF	145	\$	\$
31	General Conditions + Profit + Overhead	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Marion Address <i>(principal place of business)</i> : 31 East Military Road Marion, AR 72364	Bid Project <i>(name and location)</i> : Colonial Park Improvements, Marion, AR Bid Due Date: June 4, 2025
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

CONTRACT # 25-005-01

This Agreement is by and between the **City of Marion** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of pickleball courts, playground equipment, prefabricated bathroom, and dog park with associated grading, lighting, fencing, and utilities; Construction of concrete trail and boardwalk; Construction of parking areas.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Colonial Park Improvements, Marion, AR**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Ecological Design Group** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$100** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$100** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of **\$(number)**.
- All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[DATE]** (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

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PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marion Mailing address (<i>principal place of business</i>): 31 East Military Road Marion, AR 72364	Contract Description (<i>name and location</i>): Colonial Park Improvements, Marion, AR Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<div style="text-align: center;"><i>(Full formal name of Contractor)</i></div> By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	<div style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></div> By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and

the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marion Mailing address (<i>principal place of business</i>): 31 East Military Road Marion, AR 72364	Contract Description (<i>name and location</i>): Colonial Park Improvements, Marion, AR Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction

performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
 - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the

performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained

- pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Contract Price or Contract Times: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3)

other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
 - B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 *Delays in Contractor's Progress*
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
 - B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
 - C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
 - D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
 - E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate

corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their

officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question

has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:*** Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

- b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
- 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
- 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
- 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
- 3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing

and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims,

costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy.

- Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
 - C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may

perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within

30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and

judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the

completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.
 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
 - C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
 - D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 11.10 *Notification to Surety*
- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim

will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work

plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with

Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of

Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant

interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect

Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

No suggested Supplementary Conditions in this Article.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

No suggested Supplementary Conditions in this Article.

ARTICLE 6—BONDS AND INSURANCE

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- E. **Workers' Compensation and Employer's Liability:** Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	N/A
Jones Act (if applicable)	
Bodily injury by accident—each accident	N/A
Bodily injury by disease—aggregate	N/A
Employer's Liability	
Each accident	\$100,000.00
Each employee	\$100,000.00
Policy limit	\$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	N/A

- F. **Commercial General Liability—Claims Covered:** Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
- damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 - damages insured by reasonably available personal injury liability coverage, and
 - damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. **Commercial General Liability—Form and Content:** Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
- Products and completed operations coverage.
 - Such insurance must be maintained for three years after final payment.
 - Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. **Commercial General Liability—Excluded Content:** The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. **Commercial General Liability—Minimum Policy Limits**

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000.00
Products—Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000.00

- J. **Automobile Liability:** Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	N/A
Each Accident	N/A
Property Damage	
Each Accident	N/A
[or]	

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
General Aggregate	\$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 8—OTHER WORK AT THE SITE

No suggested supplementary conditions in this article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No suggested supplementary conditions in this article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No suggested supplementary conditions in this article.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

No suggested supplementary conditions in this article.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No suggested supplementary conditions in this article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No suggested supplementary conditions in this article.

ARTICLE 18—MISCELLANEOUS

No suggested supplementary conditions in this article.

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. Installation and removal of and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services and metering as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.

2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste-handling procedures.
5. Other dust-control measures.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the DOJ's "2010 ADA Standards for Accessible Design", and, ICC A117.1.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices:
 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Engineer, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
 3. Drinking water and private toilet.
 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service:
 - 1. Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- G. Electric Power Service:
 - 1. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - a. Install electric power service underground unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
 - 1. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary offsite parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs, so they are legible at all times.
- G. Waste Disposal Facilities:
 1. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
 2. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 1. Do not load elevators beyond their rated weight capacity.
 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work, so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

- J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- K. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas, so no evidence remains of correction work.
- L. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control:
 - 1. Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
 - 2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings, requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

- E. Tree and Plant Protection:
 - 1. Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
 - 2. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: As indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 - 2. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 3. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to

be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste

and abuse, limit availability of temporary facilities to essential and intended uses.

- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes: General protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for limits on clearing; disposition of vegetative clearing debris.
 - 2. Section 31 2000 - Earthwork: Temporary and permanent grade changes for erosion control.
 - 3. Section 32 1123 - Aggregate Base Courses: Temporary and permanent roadways.

1.2 DEFINITIONS

- A. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings, defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated, defined by a circle concentric with each tree with a radius 12 times the tree's caliper size and with a minimum radius of 96 inches unless otherwise indicated. Reference Demo and Tree Preservation Plan for tree protection fence locations.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include plans, elevations, and sections showing trees and plants to be protected, locations of protection-zone fencing and signage, and the relationship between equipment-movement routes and material storage locations with protection zones.
- C. Samples: For each type of the following:
 - 1. Organic Mulch: 1-pint volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size

- 3. made from full-size components.
Protection-Zone Signage: Full-size Samples of each size and text, ready for installation.

- D. Tree-Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1.5 INFORMATIONAL SUBMITTALS

- A. Certification: From ISA certified arborist, certifying that trees indicated to remain have been protected during construction in accordance with recognized standards and that trees were promptly and properly treated and repaired when damaged.
- B. Maintenance Recommendations: From ISA certified arborist, for care and protection of trees affected by construction during and after completing the Work.
- C. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1.6 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA, Licensed arborist in jurisdiction where Project is located, Current member of ASCA, Registered Consulting Arborist as designated by ASCA.

1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay

lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

1. Mixture: Well-blended mix of 2 parts stockpiled soil to 1 part planting soil.
 2. Planting Soil: Planting soil as specified in Section 329113 "Soil Preparation"
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
1. Type: Shredded hardwood.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Architect.
1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch OD line posts, and 2-7/8-inch OD corner and pull posts; with 1-5/8-inch OD top rails, ; with 0.177-inch diameter top tension wire and 0.177-inch diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
 - a. Height: 48 inches.
 2. Wood Protection-Zone Fencing: Constructed of two 2-by-4 inch horizontal rails, with 4-by-4-inch preservative-treated wood posts spaced not more than 96 inches apart, and lower rail set halfway between top rail and ground.
 - a. Height: 48 inches.
 3. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi;secured with plastic bands or galvanized-steel or stainless steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.
 - a. Height: 48 inches.
 4. Gates: Single- swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width As indicated.
- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering, stating "Notice: Tree Preservation Area DO NOT ENTER" or other verbiage as required by Urban Forester for the jurisdiction in which work will take place.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected

from construction areas or generated by construction activity do not enter or cross protection zones.

- B. Tree-Protection Area: An Arborist shall examine all trees to remain and assess the health and maintenance needed for each individual tree. A report shall be generated from the Arborist and submitted to the Contractor, Owner and Landscape Architect.

3.2 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- B. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
 - 1. Apply 4-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
 - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
 - 3. Access Gates: Install where indicated; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones in accordance with requirements in Section 312000 "Earth Moving" unless otherwise indicated.

- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- C. Do not allow exposed roots to dry out before placing permanent backfill.

3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Temporarily support and protect roots from damage until they are permanently covered with soil.
 - 3. Cover exposed roots with burlap and water regularly.
 - 4. Backfill as soon as possible in accordance with requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots by hand or using an air spade of the protection zone by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
 - 1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees in accordance with ANSI A300 (Part 1) and as indicated on Drawings.
- B. Cut branches with sharp pruning instruments; do not break or chop.
- C. Chip removed branches and spread over areas identified by Architect.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.
- B. Reports: All trees disturbed or damaged within a tree protection area or easement are to be assessed and a report produced by an arborist. All trees to remain are to be evaluated individually in a report by an arborist. Report is to be reviewed and approved by the Landscape Architect. All associated cost of arborist and associated work recommended in reports are to be at the contractor's expense. Including but not limited to pruning, dead wooding, tree removal and legal disposal of material offsite.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Perform repairs of damaged trunks, branches, and roots within 24 hours in accordance with arborist's written instructions.
 - 2. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 4-inch uniform thickness to remain.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 015713 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Performance bond.
- E. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.2 RELATED REQUIREMENTS

- A. Section 31 1000 - Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- B. Section 31 2000 – Earthwork: Temporary and permanent grade changes for erosion control
- C. Section 32 1123 - Aggregate Base Courses: Temporary and permanent roadways.

1.3 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements of U.S. Environmental Protection Agency (EPA) and Arkansas Department of Environmental Quality (ADEQ) for erosion and sedimentation control.
 - 1. Comply with requirements and recommendations of the EPA National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP)
 - 2. Comply with requirements and recommendations of the ADEQ Construction Stormwater Discharge Permit ARR150000.
 - 3. Comply with requirements and recommendation of the ADEQ Short Term Activity Authorization Permit, Specification Section 001001.
- B. Comply with requirements of State of Arkansas, Erosion and Sedimentation Control Manual.
- C. Comply with requirements of the City of Jonesboro.
- D. Develop and follow an Erosion and Sedimentation Prevention Plan and submit weekly inspection reports.

- E. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
 - 1. Obtain and pay for permits and provide security required by authority having jurisdiction.
- F. Provide to Owner a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- G. Timing: Put preventive measures in place prior to disturbance of surface cover and before precipitation occurs.
- H. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- I. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- J. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- K. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- L. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no

cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.

- M. Open Water: Prevent standing water that could become stagnant.
- N. Maintenance: Maintain temporary preventative measures until permanent measures have been established.
- O. All area left disturbed longer than 14 days shall be vegetated and/or stabilized.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Erosion and Sedimentation Control Plan:
 - 1. Submit within 2 weeks after Notice to Proceed.
 - 2. Include:
 - a. Site plan identifying soils and vegetation, existing erosion problems, and areas vulnerable to erosion due to topography, soils, vegetation, or drainage.
 - b. Site plan showing grading; new improvements; temporary roads, traffic accesses, and other temporary construction; and proposed preventive measures.
 - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions, and proposed preventive measures.
 - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
 - e. Other information required by law.
 - f. Format required by law is acceptable, provided any additional information specified is also included.
 - 3. Obtain the approval of the Plan by authorities having jurisdiction.
 - 4. Obtain the approval of the Plan by Owner.
- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.
- E. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Mulch: Use one of the following:

1. Straw or hay, certified weed seed free 'clean'.
 2. Erosion control matting or netting, bio- or photo-degradable straw, coconut, coir or jute.
 3. 100% Wood Fiber Hydroseeding Mulch
- B. Grass Seed for Temporary Cover: If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
1. Summer Temporary Cover: May -September shall be Browntop Millet seeded at 100 lbs per acre and Plains Coreopsis seeded at 2 lbs per acre.
 2. Winter Temporary Cover: September-May – shall be Cereal Rye -Secale cereale grain – 200 lbs/acre.
- C. Stakes: One of the following, minimum 3 feet long:
1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
 2. Wood, 2 by 2 inches in cross section.
- D. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D 4751.
 2. Permittivity: 0.05 sec^{-1} , minimum, when tested in accordance with ASTM D 4491.
 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D 4355 after 500 hours exposure.
 4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum, in machine direction; when tested in accordance with ASTM D 4632.
 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D 4632.
 6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D 4533.
 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- E. Silt Fence Posts: One of the following, minimum 5 feet long:
1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
- F. Gravel: See Section 32 1123 for aggregate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.2 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.3 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
 - 1. Width: As required; 20 feet, minimum.
 - 2. Length: 50 feet, minimum.
 - 3. Provide at each construction entrance from public right-of-way.
 - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
 - 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 - b. Along the toe of cut slopes and fill slopes.
 - c. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at maximum of 200 feet apart.
 - d. Across the entrances to culverts that receive runoff from disturbed areas.
 - 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet..
 - b. Slope Between 2 and 5 Percent: 75 feet
 - c. Slope Between 5 and 10 Percent: 50 feet.
 - d. Slope Between 10 and 20 Percent: 25 feet.
 - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use on piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
 - 2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

3.4 INSTALLATION

A. Traffic-Bearing Aggregate Surface:

1. Excavate minimum of 6 inches.
2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
3. Place and compact at least 6 inches of 1.5 to 3.5 inch diameter stone.

B. Silt Fences:

1. Store and handle fabric in accordance with ASTM D 4873.
2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
4. Where slope gradient is steeper than 3-1:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
5. Install with top of fabric at nominal height and embedment as specified.

3.5 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Ecological Design Group, Inc.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

3.6 MAINTENANCE

- A. Contractor shall maintain, repair, replace or add best management practices and structural erosion and sediment controls as necessary or required to maintain project compliance with all applicable local, state and federal requirements, including Project specific Permits.

3.7 WARRANTY

- A. Contractor shall warrant the project for Permit compliance for the duration of all project work or project area surface disturbance and for one year after project completion, whichever is longer.
- B. Contractor shall pay for any and all fines, fees or costs incurred by the Project or Owner for non-compliance with Permit requirements.

END OF SECTION 015713

SECTION 221113 - FACILITY WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes water-distribution piping and related components outside the building for combined water service and fire-service mains.
- B. Utility-furnished products include water meters that will be furnished to the site, ready for installation.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Detail precast concrete vault assemblies and indicate dimensions, method of field assembly, and components.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
 - 2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
 - 3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.
- B. Piping materials shall bear label, stamp, or other markings of specified testing agency.
- C. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.
- D. Comply with FMG's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.
- E. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.

F. NSF Compliance:

1. Comply with NSF 14 for plastic potable-water-service piping.
2. Comply with NSF 61 Annex G for materials for water-service piping and specialties for domestic water.

1.6 PROJECT CONDITIONS

A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:

1. Notify Engineer no fewer than two days in advance of proposed interruption of service.
2. Do not proceed with interruption of water-distribution service without Engineer's written permission.

1.7 COORDINATION

A. Coordinate connection to water main with utility company.

PART 2 - PRODUCTS

2.1 PIPES AND FITTINGS

A. Soft Copper Tube: ASTM B 88, Type K
ASTM B 88, Type L, water tube, annealed temper.

1. Copper, Solder-Joint Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint pressure type. Furnish only wrought-copper fittings if indicated.

B. Hard Copper Tube: ASTM B 88, Type K and ASTM B 88, Type L, water tube, drawn temper.

1. Copper, Solder-Joint Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper, solder-joint pressure type. Furnish only wrought-copper fittings if indicated.

C. Mechanical-Joint, Ductile-Iron Pipe: AWWA C151, with mechanical-joint bell and plain spigot end unless grooved or flanged ends are indicated.

1. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
2. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

D. Push-on-Joint, Ductile-Iron Pipe: AWWA C151, with push-on-joint bell and plain spigot end unless grooved or flanged ends are indicated.

1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 2. Gaskets: AWWA C111, rubber.
- E. Grooved-Joint, Ductile-Iron Pipe: AWWA C151, with cut, rounded-grooved ends.
1. Grooved-End, Ductile-Iron Pipe Appurtenances:
- F. PE, Fire-Service Pipe: ASTM F 714, AWWA C906, or equivalent for PE water pipe; FMG approved, with minimum thickness equivalent to FMG Class 200.
1. Molded PE Fittings: ASTM D 3350, PE resin, socket- or butt-fusion type, made to match PE pipe dimensions and class.
- G. PVC, AWWA Pipe: AWWA C900, Class 200, with bell end with gasket, and with spigot end.
1. Comply with UL 1285 for fire-service mains if indicated.
 2. PVC Fabricated Fittings: AWWA C900, Class 200, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
 3. PVC Molded Fittings: AWWA C907, Class 150, with bell-and-spigot or double-bell ends. Include elastomeric gasket in each bell.
 4. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Gaskets: AWWA C111, rubber.
 5. Mechanical-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Glands, Gaskets, and Bolts: AWWA C111, ductile- or gray-iron glands, rubber gaskets, and steel bolts.

2.2 JOINING MATERIALS

- A. Refer to Section 330500 "Common Work Results for Utilities" for commonly used joining materials.
- B. Brazing Filler Metals: AWS A5.8, BCuP Series.
- C. Bonding Adhesive for Fiberglass Piping: As recommended by fiberglass piping manufacturer.
- D. Plastic Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

2.3 PIPING SPECIALTIES

- A. Transition Fittings: Manufactured fitting or coupling same size as, with pressure rating at least equal to and ends compatible with, piping to be joined.
- B. Tubular-Sleeve Pipe Couplings:

1. Description: Metal, bolted, sleeve-type, reducing or transition coupling, with center sleeve, gaskets, end rings, and bolt fasteners and with ends of same sizes as piping to be joined.
 - a. Standard: AWWA C219.

2.4 GATE VALVES

A. AWWA, Cast-Iron Gate Valves:

1. Nonrising-Stem, Metal-Seated Gate Valves:
 - a. Description: Gray- or ductile-iron body and bonnet; with cast-iron or bronze double-disc gate, bronze gate rings, bronze stem, and stem nut.
 - 1) Standard: AWWA C500.
 - 2) Minimum Pressure Rating: 200 psi
 - 3) End Connections: Mechanical joint.
 - 4) Interior Coating: Complying with AWWA C550.
2. Nonrising-Stem, Resilient-Seated Gate Valves:
 - a. Description: Gray- or ductile-iron body and bonnet; with bronze or gray- or ductile-iron gate, resilient seats, bronze stem, and stem nut.
 - 1) Standard: AWWA C509.
 - 2) Minimum Pressure Rating: 200 psi.
 - 3) End Connections: Mechanical joint.
 - 4) Interior Coating: Complying with AWWA C550.
3. Nonrising-Stem, High-Pressure, Resilient-Seated Gate Valves:
 - a. Description: Ductile-iron body and bonnet; with bronze or ductile-iron gate, resilient seats, bronze stem, and stem nut.
 - 1) Standard: AWWA C509.
 - 2) Minimum Pressure Rating: 250 psi.
 - 3) End Connections: Push on or mechanical joint.
 - 4) Interior Coating: Complying with AWWA C550.
4. OS&Y, Rising-Stem, Metal-Seated Gate Valves:
 - a. Description: Cast- or ductile-iron body and bonnet, with cast-iron double disc, bronze disc and seat rings, and bronze stem.
 - 1) Standard: AWWA C500.
 - 2) Minimum Pressure Rating: 200 psi.
 - 3) End Connections: Flanged.
5. OS&Y, Rising-Stem, Resilient-Seated Gate Valves:
 - a. Description: Cast- or ductile-iron body and bonnet, with bronze or gray- or ductile-iron gate, resilient seats, and bronze stem.

- 1) Standard: AWWA C509.
- 2) Minimum Pressure Rating: 200 psi.

B. UL/FMG, Cast-Iron Gate Valves:

1. UL/FMG, Nonrising-Stem Gate Valves:

- a. Description: Iron body and bonnet with flange for indicator post, bronze seating material, and inside screw.

- 1) Standards: UL 262 and FMG approved.
- 2) Minimum Pressure Rating: 175 psi.
- 3) End Connections: Flanged.

2. OS&Y, Rising-Stem Gate Valves:

- a. Description: Iron body and bonnet and bronze seating material.

- 1) Standards: UL 262 and FMG approved.
- 2) Minimum Pressure Rating: 175 psi.
- 3) End Connections: Flanged.

C. Bronze Gate Valves:

1. OS&Y, Rising-Stem Gate Valves:

- a. Description: Bronze body and bonnet and bronze stem.

- 1) Standards: UL 262 and FMG approved.
- 2) Minimum Pressure Rating: 175 psi.
- 3) End Connections: Threaded.

2. Nonrising-Stem Gate Valves:

- a. Description: Class 125, Type 1, bronze with solid wedge, threaded ends, and malleable-iron handwheel.

- 1) Standard: MSS SP-80.

2.5 GATE VALVE ACCESSORIES AND SPECIALTIES

A. Tapping-Sleeve Assemblies:

1. Description: Sleeve and valve compatible with drilling machine.

- a. Standard: MSS SP-60.
- b. Tapping Sleeve: Cast- or ductile-iron or stainless-steel, two-piece bolted sleeve with flanged outlet for new branch connection. Include sleeve matching size and type of pipe material being tapped and with recessed flange for branch valve.
- c. Valve: AWWA, cast-iron, nonrising-stem, [metal][resilient]-seated gate valve with one raised face flange mating tapping-sleeve flange.

B. Valve Boxes: Comply with AWWA M44 for cast-iron valve boxes. Include top section,

adjustable extension of length required for depth of burial of valve, plug with lettering "WATER," and bottom section with base that fits over valve and with a barrel approximately 5 inches in diameter.

1. Operating Wrenches: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut.
- C. Indicator Posts: UL 789, FMG-approved, vertical-type, cast-iron body with operating wrench, extension rod, and adjustable cast-iron barrel of length required for depth of burial of valve.

2.6 CORPORATION VALVES AND CURB VALVES

- A. Service-Saddle Assemblies: Comply with AWWA C800. Include saddle and valve compatible with tapping machine.
1. Service Saddle: Copper alloy with seal and AWWA C800, threaded outlet for corporation valve.
 2. Corporation Valve: Bronze body and ground-key plug, with AWWA C800, threaded inlet and outlet matching service piping material.
 3. Manifold: Copper fitting with two to four inlets as required, with ends matching corporation valves and outlet matching service piping material.
- B. Curb Valves: Comply with AWWA C800. Include bronze body, ground-key plug or ball, and wide tee head, with inlet and outlet matching service piping material.
- C. Service Boxes for Curb Valves: Similar to AWWA M44 requirements for cast-iron valve boxes. Include cast-iron telescoping top section of length required for depth of burial of valve, plug with lettering "WATER," and bottom section with base that fits over curb valve and with a barrel approximately 3 inches in diameter.
1. Shutoff Rods: Steel, tee-handle with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve.

2.7 WATER METERS

- A. Water meters will be furnished by utility company.
- B. Displacement-Type Water Meters:
1. Description: With bronze main case.
 - a. Standard: AWWA C700.
 - b. Registration: Flow in cubic feet.
- C. Compound-Type Water Meters:
1. Description:
 - a. Standard: AWWA C702.
 - b. Registration: Flow in cubic feet.

2.8 BACKFLOW PREVENTERS

- A. City of Jonesboro Specifications.

2.9 WATER METER BOXES

- A. Description: Cast-iron body and cover for disc-type water meter, with lettering "WATER METER" in cover; and with slotted, open-bottom base section of length to fit over service piping.
 - 1. Option: Base section may be cast-iron, PVC, clay, or other pipe.
- B. Description-1: Cast-iron body and double cover for disc-type water meter, with lettering "WATER METER" in top cover; and with separate inner cover; air space between covers; and slotted, open-bottom base section of length to fit over service piping.
- C. Description-2: Polymer-concrete body and cover for disc-type water meter, with lettering "WATER" in cover; and with slotted, open-bottom base section of length to fit over service piping. Include vertical and lateral design loadings of 15,000 lb minimum over 10 by 10 inches square.

2.10 CONCRETE VAULTS

- A. Description: Precast, reinforced-concrete vault, designed for A-16 load designation according to ASTM C 857 and made according to ASTM C 858.
 - 1. Ladder: ASTM A 36/A 36M, steel or polyethylene-encased steel steps.
 - 2. Manhole: ASTM A 48/A 48M Class No. 35A minimum tensile strength, gray-iron traffic frame and cover.
 - a. Dimension: 24-inch minimum diameter, unless otherwise indicated.
 - 3. Manhole-1: ASTM A 536, Grade 60-40-18, ductile-iron traffic frame and cover.
 - a. Dimension: 24-inch- minimum diameter, unless otherwise indicated.
 - 4. Drain: ASME A112.6.3, cast-iron floor drain with outlet of size indicated. Include body anchor flange, light-duty cast-iron grate, bottom outlet, and integral or field-installed bronze ball or clapper-type backwater valve.

2.11 FIRE HYDRANTS

- A. Dry-Barrel Fire Hydrants:
 - 1. Description: Freestanding, with one NPS 4-1/2 and two NPS 2-1/2 outlets, 5-1/4-inch main valve, drain valve, and NPS 6 START_SIEND_SI mechanical-joint inlet. Include interior coating according to AWWA C550. Hydrant shall have cast-iron body, compression-type valve opening against pressure and closing with pressure.
 - a. Standard: AWWA C502.
 - b. Pressure Rating: 250 psig

2. Description-1: Freestanding, with one NPS 4-1/2 and two NPS 2-1/2 outlets, 5-1/4-inch main valve, drain valve, and NPS 6 START_SIEND_SI mechanical-joint inlet. Hydrant shall have cast-iron body, compression-type valve opening against pressure and closing with pressure.
 - a. Standards: UL 246, FMG approved.
 - b. Pressure Rating: 250 psig.
 - c. Outlet Threads: NFPA 1963, with external hose thread used by local fire department. Include cast-iron caps with steel chains.
 - d. Operating and Cap Nuts: Pentagon, 1-1/2 inches point to flat.
 - e. Direction of Opening: Open hydrant valve by turning operating nut to left or counterclockwise.
 - f. Exterior Finish: Red alkyd-gloss enamel paint, unless otherwise indicated.

B. Wet-Barrel Fire Hydrants:

1. Description: Freestanding, with one NPS 4-1/2 and two NPS 2-1/2 outlets, NPS 6 threaded or flanged inlet, and base section with NPS 6 mechanical-joint inlet. Include interior coating according to AWWA C550.
 - a. Standard: AWWA C503.
 - b. Pressure Rating: 150 psig minimum.
2. Description-1: Freestanding, with one NPS 4-1/2 and two NPS 2-1/2 outlets, NPS 6 threaded or flanged inlet, and base section with NPS 6 mechanical-joint inlet.
 - a. Standards: UL 246 and FMG approved.
 - b. Pressure Rating: 150 psig minimum.
 - c. Outlet Threads: NFPA 1963, with external hose thread used by local fire department. Include cast-iron caps with steel chains.
 - d. Operating and Cap Nuts: Pentagon, 1-1/2 inches point to flat.
 - e. Direction of Opening: Open hydrant valves by turning operating nut to left or counterclockwise.
 - f. Exterior Finish: Red alkyd-gloss enamel paint, unless otherwise indicated.

2.12 FIRE DEPARTMENT CONNECTIONS

A. Fire Department Connections:

1. Description: Freestanding, with cast-bronze body, thread inlets according to NFPA 1963 and matching local fire department hose threads, and threaded bottom outlet. Include lugged caps, gaskets, and chains; lugged swivel connection and drop clapper for each hose-connection inlet; 18-inch-START_SIEND_SI high brass sleeve; and round escutcheon plate.
 - a. Standard: UL 405.
 - b. Connections: Two NPS 2-1/2 inlets and one NPS 6 outlet.
 - c. Connections-1: Four NPS 2-1/2 inlets and one NPS 6 outlet.
 - d. Connections-2: Six NPS 2-1/2 inlets and one START_SIEND_SINPS 8 outlet.
 - e. Inlet Alignment: horizontal.
 - f. Finish Including Sleeve: Rough chrome-plated.
 - g. Escutcheon Plate Marking: "STANDPIPE."

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Refer to Section 312000 "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING APPLICATIONS

- A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications.
- B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used, unless otherwise indicated.
- C. Do not use flanges or unions for underground piping.
- D. Flanges, unions, and special fittings may be used, instead of joints indicated, on aboveground piping and piping in vaults.
- E. Underground water-service piping NPS 3/4 to NPS 3 shall be soft copper tube, ASTM B 88, Type K ASTM B 88, Type L; wrought-copper, solder-joint fittings; and brazed joints.
- F. Underground water-service piping NPS 4 and NPS 6 shall be any of the following:
 - 1. Soft copper tube, ASTM B 88, Type K ASTM B 88, Type L wrought-copper, solder-joint fittings; and brazed joints.
 - 2. Ductile-iron, push-on-joint pipe; ductile-iron, push-on-joint fittings; and gasketed joints.
 - 3. NPS 4 and NPS 6: NPS 6 PVC, AWWA Class 150 pipe; PVC, AWWA Class 150 molded fittings; and gasketed joints.
- G. Water Meter Box Water-Service Piping NPS 3/4 to NPS 2 shall be same as underground water-service piping.
- H. Aboveground Water-Service Piping NPS 3/4 to NPS 3 shall be hard copper tube, ASTM B 88, Type K, ASTM B 88, Type L; wrought-copper, solder-joint fittings; and brazed joints.
- I. Aboveground and vault water-service piping NPS 4 and NPS 6 shall be any of the following:
 - 1. Hard copper tube, ASTM B 88, Type K ASTM B 88, Type L; wrought-copper, solder-joint fittings; and brazed joints.
 - 2. Ductile-iron, grooved-end pipe; ductile-iron, grooved-end appurtenances; and grooved joints.
- J. Underground Fire-Service-Main Piping NPS 4 to NPS 8 shall be any of the following:
 - 1. Ductile-iron, push-on-joint pipe; ductile-iron, push-on-joint fittings; and gasketed joints.
 - 2. PE, Class 200, fire-service pipe; molded PE fittings; and heat-fusion joints.
 - 3. PVC, AWWA Class 150 pipe listed for fire-protection service; PVC Class 150

- 4. fabricated or molded fittings; and gasketed joints.
PVC, AWWA Class 200 pipe listed for fire-protection service; PVC Class 200 fabricated fittings; and gasketed joints.
- K. Aboveground and Vault Fire-Service-Main Piping NPS 4 to NPS 8 shall be ductile-iron, grooved-end pipe; ductile-iron-pipe appurtenances; and grooved joints.
- L. Underground Combined Water-Service and Fire-Service-Main Piping NPS 6 to NPS 10 shall be any of the following:
 - 1. Ductile-iron, push-on-joint pipe; ductile-iron, push-on-joint fittings; and gasketed joints.
 - 2. PVC, AWWA Class 200 pipe listed for fire-protection service; PVC fabricated or molded fittings of same class as pipe; and gasketed joints.
- M. Aboveground and Vault Combined Water Service and Fire-Service-Main Piping NPS 6 to NPS 10 shall be ductile-iron, grooved-end pipe; ductile-iron-pipe appurtenances; and grooved joints.

3.3 VALVE APPLICATIONS

- A. General Application: Use mechanical-joint-end valves for NPS 3START_SIEND_SI and larger underground installation. Use threaded- or flanged-end valves for installation in vaults. Use UL/FMG, nonrising-stem gate valves for installation with indicator posts. Use corporation valves and curb valves with ends compatible with piping, for NPS 2 and smaller installation.
- B. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:
 - 1. Underground Valves, NPS 3START_SIEND_SI and Larger: AWWA, cast-iron, nonrising-stem, resilient seated gate valves with valve box.
 - 2. Underground Valves, NPS 4START_SIEND_SI and Larger, for Indicator Posts: UL/FMG, cast-iron, nonrising-stem gate valves with indicator post.
 - 3. Use the following for valves in vaults and aboveground:
 - a. Gate Valves, NPS 2 and Smaller: Bronze, rising stem.
 - b. Gate Valves, NPS 3 and Larger: AWWA

3.4 PIPING SYSTEMS – COMMON REQUIREMENTS

- A. See Section 330500 "Common Work Results for Utilities" for piping-system common requirements.

3.5 PIPING INSTALLATION

- A. Water-Main Connection: Arrange with utility company for tap of size and in location indicated in water main.
- B. Water-Main Connection-1: Tap water main according to requirements of water utility company and of size and in location indicated.

- C. Make connections larger than NPS 2 with tapping machine according to the following:
 - 1. Install tapping sleeve and tapping valve according to MSS SP-60.
 - 2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
 - 3. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
 - 4. Install gate valve onto tapping sleeve. Comply with MSS SP-60. Install valve with stem pointing up and with valve box.
- D. Make connections NPS 2 and smaller with drilling machine according to the following:
 - 1. Install service-saddle assemblies and corporation valves in size, quantity, and arrangement required by utility company standards.
 - 2. Install service-saddle assemblies on water-service pipe to be tapped. Position outlets for corporation valves.
 - 3. Use drilling machine compatible with service-saddle assemblies and corporation valves. Drill hole in main. Remove drilling machine and connect water-service piping.
 - 4. Install corporation valves into service-saddle assemblies.
 - 5. Install manifold for multiple taps in water main.
 - 6. Install curb valve in water-service piping with head pointing up and with service box.
- E. Comply with NFPA 24 for fire-service-main piping materials and installation.
 - 1. Install copper tube and fittings according to CDA's "Copper Tube Handbook."
- F. Install ductile-iron, water-service piping according to AWWA C600 and AWWA M41.
- G. Install PE pipe according to ASTM D 2774 and ASTM F 645.
- H. Install PVC, AWWA pipe according to ASTM F 645 and AWWA M23.
- I. Bury piping with depth of cover over top at least 30 inches, with top at least 12 inches below level of maximum frost penetration.
- J. Extend water-service piping and connect to water-supply source and building-water-piping systems at outside face of building wall in locations and pipe sizes indicated.
 - 1. Terminate water-service piping at building wall until building-water-piping systems are installed. Terminate piping with caps, plugs, or flanges as required for piping material. Make connections to building-water-piping systems when those systems are installed.
- K. Sleeves are specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- L. Mechanical sleeve seals are specified in Section 220517 "Sleeves and Sleeve Seals for Plumbing Piping."
- M. Install underground piping with restrained joints at horizontal and vertical changes in direction. Use restrained-joint piping, thrust blocks, anchors, tie-rods and clamps, and other supports.

3.6 JOINT CONSTRUCTION

- A. See Section 330500 "Common Work Results for Utilities" for basic piping joint construction.
- B. Make pipe joints according to the following:
 - 1. Ductile-Iron Piping, Gasketed Joints for Water-Service Piping: AWWA C600 and AWWA M41.
 - 2. Ductile-Iron Piping, Gasketed Joints for Fire-Service-Main Piping: UL 194.
 - 3. Ductile-Iron Piping, Grooved Joints: Cut-groove pipe. Assemble joints with grooved-end, ductile-iron-piping couplings, gaskets, lubricant, and bolts according to coupling manufacturer's written instructions.
 - 4. PE Piping Insert-Fitting Joints: Use plastic insert fittings and fasteners according to fitting manufacturer's written instructions.
 - 5. PVC Piping Gasketed Joints: Use joining materials according to AWWA C900. Construct joints with elastomeric seals and lubricant according to ASTM D 2774 or ASTM D 3139 and pipe manufacturer's written instructions.
 - 6. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, with OD, and with system working pressure.

3.7 ANCHORAGE INSTALLATION

- A. Anchorage, General: Install water-distribution piping with restrained joints. Anchorages and restrained-joint types that may be used include the following:
 - 1. Concrete thrust blocks.
 - 2. Locking mechanical joints.
 - 3. Set-screw mechanical retainer glands.
 - 4. Bolted flanged joints.
 - 5. Heat-fused joints.
 - 6. Pipe clamps and tie rods.
- B. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:
 - 1. Gasketed-Joint, Ductile-Iron, Water-Service Piping: According to AWWA C600.
 - 2. Gasketed-Joint, PVC Water-Service Piping: According to AWWA M23.
 - 3. Fire-Service-Main Piping: According to NFPA 24.
- C. Apply full coat of asphalt or other acceptable corrosion-resistant material to surfaces of installed ferrous anchorage devices.

3.8 VALVE INSTALLATION

- A. AWWA Gate Valves: Comply with AWWA C600 and AWWA M44. Install each underground valve with stem pointing up and with valve box.
- B. UL/FMG, Gate Valves: Comply with NFPA 24. Install each underground valve and valves in vaults with stem pointing up and with vertical cast-iron indicator post.
- C. MSS Valves: Install as component of connected piping system.

- D. Corporation Valves and Curb Valves: Install each underground curb valve with head pointed up and with service box.

3.9 WATER METER INSTALLATION

- A. Install water meters, piping, and specialties according to utility company's written instructions.
- B. Water Meters: Install displacement-type water meters, NPS 2 and smaller, in meter boxes with shutoff valves on water meter inlets. Include valves on water meter outlets and valved bypass around meters unless prohibited by authorities having jurisdiction.
- C. Water Meters-1: Install compound-type water meters, NPS 3 and larger, in meter vaults. Include shutoff valves on water meter inlets and outlets and valved bypass around meters. Support meters, valves, and piping on brick or concrete piers.

3.10 BACKFLOW PREVENTER INSTALLATION

- A. Install backflow preventers of type, size, and capacity indicated. Include valves and test cocks. Install according to requirements of plumbing and health department and authorities having jurisdiction.
- B. Do not install backflow preventers that have relief drain in vault or in other spaces subject to flooding.
- C. Do not install bypass piping around backflow preventers.
- D. Support NPS 2-1/2 and larger backflow preventers, valves, and piping near floor and on brick or concrete piers.

3.11 WATER METER BOX INSTALLATION

- A. Install water meter boxes in paved areas flush with surface.
- B. Install water meter boxes in grass or earth areas with top 2 inches above surface.

3.12 CONCRETE VAULT INSTALLATION

- A. Install precast concrete vaults according to ASTM C 891.

3.13 FIRE HYDRANT INSTALLATION

- A. General: Install each fire hydrant with separate gate valve in supply pipe, anchor with restrained joints or thrust blocks, and support in upright position.
- B. Wet-Barrel Fire Hydrants: Install with valve below frost line. Provide for drainage.
- C. AWWA Fire Hydrants: Comply with AWWA M17.

- D. UL/FMG Fire Hydrants: Comply with NFPA 24.

3.14 FIRE DEPARTMENT CONNECTION INSTALLATION

- A. Install protective pipe bollards on two sides of each fire department connection. Pipe bollards are specified in Section 055000 "Metal Fabrications."

3.15 CONNECTIONS

- A. See Section 330500 "Common Work Results for Utilities" for piping connections to valves and equipment.
- B. Connect water-distribution piping to existing water main. Use tapping sleeve and tapping valve.
- C. Connect water-distribution piping to interior domestic water and fire-suppression piping.
- D. Connect waste piping from concrete vault drains to sanitary sewerage system. See Section 221313 "Facility Sanitary Sewers" for connection to sanitary-sewer piping.

3.16 FIELD QUALITY CONTROL

- A. Piping Tests: Conduct piping tests before joints are covered and after concrete thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- B. Hydrostatic Tests: Test at not less than one-and-one-half times working pressure for two hours.
 - 1. Increase pressure in 50-psig increments and inspect each joint between increments. Hold at test pressure for 1 hour; decrease to 0 psig. Slowly increase again to test pressure and hold for 1 more hour. Maximum allowable leakage is 2 quarts per hour per 100 joints. Remake leaking joints with new materials and repeat test until leakage is within allowed limits.
- C. Prepare reports of testing activities.

3.17 IDENTIFICATION

- A. Install continuous underground detectable warning tape during backfilling of trench for underground water-distribution piping. Locate below finished grade, directly over piping. Underground warning tapes are specified in Section 312000 "Earth Moving."
- B. Permanently attach equipment nameplate or marker indicating plastic water-service piping, on main electrical meter panel. See Section 330500 "Common Work Results for Utilities" for identifying devices.

3.18 CLEANING

- A. Clean and disinfect water-distribution piping as follows:

1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
 2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
 3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:
 - a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
 - b. Drain system or part of system of previous solution and refill with water/chlorine solution containing at least 200 ppm of chlorine; isolate and allow to stand for 3 hours.
 - c. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
 - d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.
- B. Prepare reports of purging and disinfecting activities.

END OF SECTION 221113

SECTION 221313 - FACILITY SANITARY SEWERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Hub-and-spigot, cast-iron soil pipe and fittings.
 - 2. Hubless cast-iron soil pipe and fittings.
 - 3. Nonpressure-type transition couplings.
 - 4. Pressure-type pipe couplings.
 - 5. Expansion joints and deflection fittings.
 - 6. Backwater valves.
 - 7. Cleanouts.
 - 8. Encasement for piping.
 - 9. Manholes.
 - 10. Concrete.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For manholes. Include plans, elevations, sections, details, and frames and covers.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings:
 - 1. Show system piping in profile. Draw profiles to horizontal scale of not less than 1 inch equals 50 feet and to vertical scale of not less than 1 inch equals 5 feet. Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.
- B. Product Certificates: For each type of pipe and fitting.
- C. Field quality-control reports.

PART 2 - PRODUCTS

2.1 HUB-AND-SPIGOT, CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings: ASTM A 74, Service and Extra-Heavy classes and Extra-Heavy class.
- B. Gaskets: ASTM C 564, rubber.
- C. Calking Materials: ASTM B 29, pure lead and oakum or hemp fiber.

2.2 HUBLESS CAST-IRON SOIL PIPE AND FITTINGS

- A. Pipe and Fittings: ASTM A 888 or CISPI 301.
- B. CISPI-Trademark, Shielded Couplings:
 - 1. Description: ASTM C 1277 and CISPI 310, with stainless-steel corrugated shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.
- C. Heavy-Duty, Shielded Couplings:
 - 1. Description: ASTM C 1277 and ASTM C 1540, with stainless-steel shield; stainless-steel bands and tightening devices; and ASTM C 564, rubber sleeve with integral, center pipe stop.

2.3 PVC PIPE AND FITTINGS

- A. PVC Corrugated Sewer Piping:
 - 1. Pipe: ASTM F 949, PVC corrugated pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM F 949, PVC molded or fabricated, socket type.
- B. PVC Type PSM Sewer Piping:
 - 1. Pipe: ASTM D 3034, SDR 35, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
 - 2. Fittings: ASTM D 3034, PVC with bell ends.
 - 3. Gaskets: ASTM F 477, elastomeric seals.

2.4 NONPRESSURE-TYPE TRANSITION COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling; for joining underground nonpressure piping. Include ends of same sizes as piping to be joined and include corrosion-resistant-metal tension band and tightening mechanism on each end.
- B. Sleeve Materials:
 - 1. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
 - 2. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
 - 3. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- C. Unshielded, Flexible Couplings:
 - 1. Description: Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
- D. Ring-Type, Flexible Couplings:
 - 1. Description: Elastomeric compression seal with dimensions to fit inside bell of

larger pipe and for spigot of smaller pipe to fit inside ring.

E. Nonpressure-Type, Rigid Couplings:

1. Description: ASTM C 1461, sleeve-type, reducing- or transition-type mechanical coupling; molded from ASTM C 1440, TPE material; with corrosion-resistant-metal tension band and tightening mechanism on each end.

2.5 BACKWATER VALVES

A. Cast-Iron Backwater Valves:

1. Description: ASME A112.14.1, gray-iron body and bolted cover, with bronze seat.
2. Horizontal type; with swing check valve and hub-and-spigot ends.
3. Combination horizontal and manual gate-valve type; with swing check valve, integral gate valve, and hub-and-spigot ends.
4. Terminal type; with bronze seat, swing check valve, and hub inlet.

B. PVC Backwater Valves:

1. Description: Horizontal type; with PVC body, PVC removable cover, and PVC swing check valve.

2.6 CLEANOUTS

A. Cast-Iron Cleanouts:

1. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
2. Top-Loading Classification(s): Heavy Duty and Extra-Heavy Duty.
3. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.

2.7 ENCASEMENT FOR PIPING

A. Standard: ASTM A 674 or AWWA C105/A21.5.

B. Material: Linear low-density polyethylene film of 0.008-inch or high-density, cross-laminated polyethylene film of 0.004-inch minimum thickness.

C. Form: Sheet.

D. Color: natural.

2.8 MANHOLES

A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.

2. Diameter: 48 inches minimum unless otherwise indicated.
3. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
4. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section; with separate base slab or base section with integral floor.
5. Riser Sections: 4-inch `START_SIEND_SI` minimum thickness, of length to provide depth indicated.
6. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated; with top of cone of size that matches grade rings.
7. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
8. Resilient Pipe Connectors: ASTM C 923, cast or fitted into manhole walls, for each pipe connection.
9. Steps: No Steps.
10. Adjusting Rings: Interlocking HDPE rings, with level or sloped edge in thickness and diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope. Include sealant recommended by ring manufacturer.
11. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, with diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Manhole Frames and Covers:

1. Description: Ferrous; 24-inch ID by 7- to 9-inch riser, with 4-inch- minimum-width flange and 26-inch- diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "SANITARY SEWER."
2. Material: ASTM A 536, Grade 60-40-18 ductile iron unless otherwise indicated.

2.9 CONCRETE

A. General: Cast-in-place concrete complying with ACI 318, ACI 350, and the following:

1. Cement: ASTM C 150/C 150M, Type II.
2. Fine Aggregate: ASTM C 33/C 33M, sand.
3. Coarse Aggregate: ASTM C 33/C 33M, crushed gravel.
4. Water: Potable.

B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.

1. Reinforcing Fabric: ASTM A 1064/A 1064M, steel, welded wire fabric, plain.
2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed steel.

C. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio. Include channels and benches in manholes.

1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.

a. Invert Slope: 2 percent through manhole.

2. Benches: Concrete, sloped to drain into channel.
 - a. Slope: 4 percent.
- D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.
 1. Reinforcing Fabric: ASTM A1064/A 1064M, steel, welded wire fabric, plain.
 2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed steel.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details to indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. When installing pipe under streets or other obstructions that cannot be disturbed, use pipe-jacking process of microtunneling.
- F. Install gravity-flow, nonpressure, drainage piping according to the following:
 1. Install piping pitched down in direction of flow, at minimum slope of 2 percent unless otherwise indicated.
 2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
 3. Install piping with 48-inch minimum cover.
 4. Install hub-and-spigot, cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
 5. Install hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook."
 6. Install PVC corrugated sewer piping according to ASTM D 2321 and ASTM F

- 1668.
7. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.
- G. Install corrosion-protection piping encasement over the following underground metal piping according to ASTM A 674 or AWWA C105/A21.5:
 1. Hub-and-spigot, cast-iron soil pipe.
 2. Hubless cast-iron soil pipe and fittings.
 3. Expansion joints and deflection fittings.
- H. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure, drainage piping according to the following:
 1. Join hub-and-spigot, cast-iron soil piping with gasket joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for compression joints.
 2. Join hub-and-spigot, cast-iron soil piping with calked joints according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for lead and oakum calked joints.
 3. Join hubless cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-coupling joints.
 4. Join PVC corrugated sewer piping according to ASTM D 2321.
 5. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
 6. Join dissimilar pipe materials with nonpressure-type, flexible couplings.
- B. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.
 1. Use nonpressure flexible couplings where required to join gravity-flow, nonpressure sewer piping unless otherwise indicated.
 - a. Unshielded flexible couplings for pipes of same or slightly different OD.
 - b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
 - c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Form continuous concrete channels and benches between inlets and outlet.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere unless otherwise indicated.

3.5 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318.

3.6 BACKWATER VALVE INSTALLATION

- A. Install horizontal-type backwater valves in piping manholes or pits.
- B. Install combination horizontal and manual gate-type valves in piping and in manholes.
- C. Install terminal-type backwater valves on end of piping and in manholes. Secure units to sidewalls.

3.7 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts, and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 - 2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.
 - 3. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic service areas.
 - 4. Use Extra-Heavy-Duty, top-loading classification cleanouts in roads.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.8 CONNECTIONS

- A. Connect nonpressure, gravity-flow drainage piping to building's sanitary building drains specified in Section 221316 "Sanitary Waste and Vent Piping."
- B. Make connections to existing piping and underground manholes.
 - 1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye fitting plus 6-inch overlap with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 2. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
 - 3. Make branch connections from side into existing piping, NPS 21 or larger, or to underground manholes by cutting opening into existing unit large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of, and

be flush with, inside wall unless otherwise indicated. On outside of pipe or manhole wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.

- a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi unless otherwise indicated.
 - b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
4. Protect existing piping and manholes to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.9 CLOSING ABANDONED SANITARY SEWER SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 1. Close open ends of piping with at least 8-inch- thick, brick masonry bulkheads.
 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned Manholes: Excavate around manhole as required and use either procedure below:
 1. Remove manhole and close open ends of remaining piping.
 2. Remove top of manhole down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
- C. Backfill to grade according to Section 312000 "Earth Moving."

3.10 IDENTIFICATION

- A. Comply with requirements in Section 312000 "Earth Moving" for underground utility identification devices. Arrange for installation of green warning tapes directly over piping and at outside edges of underground manholes.
 1. Use warning tape or detectable warning tape over ferrous piping.
 2. Use detectable warning tape over nonferrous piping and over edges of underground manholes.

3.11 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

1. Submit separate report for each system inspection.
 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
1. Do not enclose, cover, or put into service before inspection and approval.
 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 4. Submit separate report for each test.
 5. Hydrostatic Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction and the following:
 - a. Fill sewer piping with water. Test with pressure of at least 10-footSTART_SIEND_SI head of water, and maintain such pressure without leakage for at least 15 minutes.
 - b. Close openings in system and fill with water.
 - c. Purge air and refill with water.
 - d. Disconnect water supply.
 - e. Test and inspect joints for leaks.
 6. Manholes: Perform hydraulic test according to ASTM C 969
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

END OF SECTION 221313

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Stripping and stockpiling rock.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, and removing site utilities, abandoning site utilities in place.
8. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.
2. Section 015639 – Temporary Tree and Plant Protection
3. Section 015713 – Temporary Erosion and Sediment Control
4. Section 312000- Earth Moving

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- E. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- C. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 2. Use only hand methods or air spade for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth indicated on Drawings, of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent

windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, pavements, turf and grasses, and, plants.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks, pavements.
6. Subbase course and base course for asphalt paving.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, will be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other fabricated stationary features

constructed above or below the ground surface.

- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Test Reports:

1.5 FIELD CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- B. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487, Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200

sieve.

- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
 - 1. Arkansas Highway and Transportation Department Class 7 Aggregate Base Course (ABC)
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. To comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
 - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms:
1. Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - a. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
 3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 0321313 "Concrete Pavement".
- E. Initial Backfill:
 - 1. Soil Backfill: Place and compact initial backfill of subbase material, satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Final Backfill:
 - 1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Warning Tape:
 - 1. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698, ASTM D1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Shape subbase course and base course to required crown elevations and cross-slope grades.
 - 2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D698, ASTM D1557.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.16 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 312116 - TRENCHING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Section Includes:
 - 1. Excavating trenches for piped utilities.
- B. Related Sections:
 - 1. Section 312000 "Earthwork" for backfilling and compaction of utility trenches.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 3. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 6. ASTM D6938 - 10 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 SUBMITTALS

- A. Section 013000 – Administrative Requirements: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with all applicable codes, and City of Marion Ordinances.

1.6 QUALIFICATIONS

- A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Arkansas.

1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.8 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 - 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

- A. Call "One Call", the local utility information service at 811 not less than three (3) working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.

- F. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 TRENCHING

- A. Excavate subsoil required for utilities to utility service.
- B. Remove lumped subsoil, boulders, and rock up of 1/6 of a cubic yard measured by volume. Remove larger material as specified in Section 312000 as rock excavation.
- C. Perform excavation within 24 inches of existing utility service and in accordance with utility's requirements.
- D. Do not advance open trench more than 200 feet ahead of installed pipe.
- E. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- F. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.
- G. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe utilities.
- H. Do not interfere with 45 degree bearing splay of foundations.
- I. When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls cannot be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- J. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by notify Engineer, and request instructions.
- K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with satisfactory fill material as defined in Section 312000, Earthwork and compact to density equal to or greater than requirements for subsequent backfill material.
- L. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- M. Correct over excavated areas with compacted backfill as specified for authorized excavation or replace with satisfactory fill as directed by Engineer.
- N. Remove excess subsoil not intended for reuse, from site.

3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.

- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new, and, existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.5 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Refer to Drawings and Section 312000, Earthwork for backfill procedure and materials for various pipe types.
- D. Employ placement method that does not disturb or damage utilities in trench.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Do not leave more than 50 feet of trench open at end of working day.
- G. Protect open trench to prevent danger to the public.

3.6 TOLERANCES

- A. Section 014000 - Quality Requirements: Tolerances.

3.7 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed. Basis of acceptance shall include but not be limited to compacted density performed as specified herein.
 - 1. Perform field density tests in accordance with ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method) or ASTM D 6938.
- B. If in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, Contractor shall perform additional compaction and testing, at his expense, until specified density is obtained.

3.8 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION 312116

SECTION 312319 - DEWATERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction dewatering.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 FIELD CONDITIONS

- A. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Provide temporary grading to facilitate dewatering and control of surface water.
- B. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015000 "Temporary Facilities and Controls," Section 311000 "Site Clearing," during dewatering operations.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Place dewatering system into operation to lower water to specified levels before excavating below groundwater level.
- C. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 3. Maintain piezometric water level a minimum of 24 inches below bottom of excavation.
- C. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

3.4 FIELD QUALITY CONTROL

- A. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

END OF SECTION 312319

SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes temporary excavation support and protection systems.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 INFORMATIONAL SUBMITTALS

- A. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.4 FIELD CONDITIONS

- A. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks, and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide, design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.
 - 1. Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.

PART 3 - EXECUTION

3.1 SOLDIER PILES AND LAGGING

- A. Install steel soldier piles before starting excavation.

1. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement.
 2. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging.
 3. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- B. Install wood lagging within flanges of soldier piles as excavation proceeds.
1. Trim excavation as required to install lagging.
 2. Fill voids behind lagging with soil, and compact.
- C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.2 SHEET PILING

- A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.
- B. Accurately place the piling using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer.
1. Limit vertical offset of adjacent sheet piling to 60 inches.
 2. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- C. Cut tops of sheet piling to uniform elevation at top of excavation.

3.3 TIEBACKS

- A. Drill, install, grout, and tension tiebacks.
- B. Test load-carrying capacity of each tieback, and replace and retest deficient tiebacks.
1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.
- C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.4 BRACING

- A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
 2. Install internal bracing if required to prevent spreading or distortion of braced frames.
 3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.5 FIELD QUALITY CONTROL

- A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open.
 - 1. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
 - 2. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

3.6 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures.
 - 1. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
 - 2. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction, and abandon remainder.

END OF SECTION 315000

SECTION 320523 - CONCRETE FOR EXTERIOR IMPROVEMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections:
 - 1. 312000 – EARTH MOVING

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material certificates.
- C. Material test reports.
- D. Floor surface flatness and levelness measurements.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
 - 2. Manufacturer shall provide concrete mix designs stamped and sealed by a licensed professional Engineer licensed in the State of Arkansas.
- B. Testing Agency Qualifications: An independent agency, approved by Owner and Engineer qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Testing Agency shall be managed by a licensed professional engineer licensed in the State of Arkansas.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- E. Concrete Testing Service: Engage and provide a qualified independent testing agency to perform material evaluation tests and to sample and test concrete mixtures.
- F. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 , deformed.
 1. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class I or Class II, as approved, zinc coated after fabrication and bending.
 2. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- E. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from galvanized-steel wire into flat sheets.
- F. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain or deformed steel, as approved.
- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and

fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I or Type II gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F or C.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
 - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- B. Chemically Resistant Flexible Waterstops: Thermoplastic elastomer rubber waterstops with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints; resistant to oils, solvents, and chemicals. Factory fabricate corners, intersections, and directional changes.
- C. Flexible PVC Waterstops: CE CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate

corners, intersections, and directional changes.

- D. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.
- E. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.6 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Sheet Vapor Retarder-1: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.7 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq.yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound-1: ASTM C 309, Type 1, Class B, non-dissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.8 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic

fiber.

2.9 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 - 1. Concrete mixture designs shall be stamped and signed by a registered professional Engineer registered in the State of Arkansas.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures with approval from Engineer and according to manufacturer's written instructions.
 - 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- D. Proportion normal-weight concrete trail and pavement mixture as follows:
 - 1. Minimum Compressive Strength: 3500 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 4. Air Content: 5.0 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- E. Proportion normal-weight concrete bridge pier, abutment and structure mixture as follows:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 4. Air Content: 5.0 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.5 JOINTS

- A. Coordinate joint types, description, and location with Drawings. Joint types have been consolidated in this article for consistency rather than for strict sequence of installation.
- B. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

- C. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- D. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch . Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- E. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- F. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Concrete shall not be placed on top of mud, standing water, ice, trash, debris or anything other than the specified subbase material.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- D. Cold-Weather Placement: Comply with ACI 306.1.
- E. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and

patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
1. Apply scratch finish to surfaces indicated.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces indicated.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
1. Apply a trowel finish to surfaces indicated.

2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, 10-ft- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated. While concrete is still plastic, slightly scarify surface with a fine broom.
 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq.ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Engage and provide a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Sample concrete materials for slump, temperature and strength testing as required by ACI 301.
- C. Provide one (1) set of concrete tests for each 50 cubic yards of material or fraction thereof.
- D. Concrete test samples shall include four concrete cylinders for strength testing; one to be tested at 7 day, two to be tested at 28 day, and one spare to be tested at 56 days as required.

END OF SECTION 320523

SECTION 321123 - AGGREGATE BASE COURSE

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Aggregate base course for Portland cement or asphalt concrete paving.

1.2 RELATED SECTIONS

- A. Section 312000: Earthwork
- B. Section 32126: Asphalt Pavement
- C. Section 321313: Concrete Pavement

1.3 REFERENCES

- A. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
- B. ASTM D1557 – Test Methods for Moisture – Density Relations of Soils and Soil-Aggregate Mixtures Using 10lb (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- C. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
- D. ASTM D6938 - 10 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Class 7 Base Course: Crushed stone base material with the following gradation:

- 1. Sieve (mm): 3" (75); Class 7 Percent Passing: N/A
- 2. Sieve (mm)-1: 2" (50); Class 7 Percent Passing: N/A
- 3. Sieve (mm)-2: 1-1/2" (37.5); Class 7 Percent Passing: 100
- 4. Sieve (mm)-3: 1" (25.0); Class 7 Percent Passing: 60-100
- 5. Sieve (mm)-4: 3/4" (19.0); Class 7 Percent Passing: 50-90
- 6. Sieve (mm)-5: 3/8" (9.5); Class 7 Percent Passing: N/A
- 7. Sieve (mm)-6: #4 (4.75); Class 7 Percent Passing: 25-55
- 8. Sieve (mm)-7: #10 (2.00); Class 7 Percent Passing: N/A
- 9. Sieve (mm)-8: #40 (0.425); Class 7 Percent Passing: 10-30
- 10. Sieve (mm)-9: #200 (0.075); Class 7 Percent Passing: 3-10

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place fill on soft, muddy, or frozen surfaces

3.3 AGGREGATE PLACEMNT

- A. Spread aggregate over prepared substrate to a maximum compacted thickness of 6 inches per lift.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- D. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Flatness: Maximum variation of $\frac{1}{4}$ inch measured with 10 foot (3 m) straight edge.
- B. Scheduled Compacted Thickness: Within $\frac{1}{4}$ inch.
- C. Variation From Design Elevation: Within $\frac{1}{2}$ inch.

3.5 FIELD QUALITY CONTROL

- A. Compaction testing will be performed in accordance with ASTM D1557 and ASTM D6938, as indicated.
- B. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
- C. Frequency of Tests: One per lift per 2,500 square feet or as otherwise recommended by the Geotechnical Engineer.

END OF SECTION 321123

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hot-mix asphalt paving.

B. Related Sections:

1. Section 321123 "Aggregate Base Course" for aggregate subbase and base courses.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.

1. Job-Mix Design: For each job mix proposed for the Work.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. For each paving material, from manufacturer

1.4 QUALITY ASSURANCE

A. Allowable Tolerances:

1. Subgrade after fine grading:
 - a. Shall not vary more than 0.05 feet from plan elevation.
2. Aggregate base:
 - a. Shall not vary more than 0.05 feet from plan elevation.
3. Asphalt concrete hot mix binder course:
 - a. Shall not vary more than 0.04 feet from the plan elevation.
 - b. Shall not vary more than 0.04 feet from specified thickness.
4. Asphalt concrete hot mix wearing course:
 - a. Shall not vary more than 0.03 feet from the plan elevation.
 - b. Shall not vary more than 0.02 feet from specified thickness.

- c. Shall not vary more than 0.015 feet from the edge of a 10 foot straight edge laid thereon parallel to or at right angles to the direction of paving.
- 5. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.
 - a. Test and Design Mix Criteria:
 - 1) Contractor, at his expense, shall employ the services of an independent testing laboratory to perform tests and design mixes. Materials and mix designs shall be approved at least 10 days before starting of construction
 - a) Aggregate tests (Aggregate Base Course):
 - b) The material to be used for the aggregate base course shall conform to Section 321123, Aggregate Base Course.
 - c) Preliminary job mix formula (Asphalt Concrete Hot Mix Surfacing):
 - d) A preliminary job mix formula shall be developed for the asphalt concrete hot mix surfacing material in accordance with AASHTO MP 2 or equal to AHTD requirements.
 - e) Resubmit a new job mix formula for OWNER'S approval if it becomes necessary to change the source of aggregates or when unsatisfactory results or other conditions warrant a change in mixture requirements.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D692/D692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Fine Aggregate: AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- C. Mineral Filler: AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Bitumen for Binder Course and Surface Course: AASHTO M 320, PG ~~7664~~-22
- B. Bituminous Track Coat: CSS-1, CSS-1h, RC-70, MC-250, or OWNER approved equal.

2.3 MIXES

- A. Hot-Mix Asphalt: Each mix design shall be prepared by laboratory analysis. Each mix design will establish a mix gradation for the aggregates (based on the weight of material passing specified screen sizes), an optimum asphalt binder content (expressed as a percentage of the total mix weight), an optimum laboratory mixing temperature, and an optimum laboratory compaction temperature. Optimum laboratory mixing and compaction temperatures shall be established based on temperature-viscosity curves of the asphalt binder to be used in the mix. The optimum asphalt content is the asphalt binder content at 4% Air Voids (AV) for PG 76-22 mixes and 4.5% Air Voids (AV) for PG 64-22 and PG 70-22 mixes. The mix design will be designed in accordance with the volumetric mix design procedures contained in AASHTO MP 2 and its referenced standards or equal to AHTD specified mix designs.

PART 3 - EXECUTION

3.1 SUBGRADE PREPARATION

- A. Fine grade and compact subgrade to the plan cross section. Compaction shall be as specified in Section 312000.
- B. After compaction, cut-out soft spots and unstable areas in the subgrade and fill with granular fill as defined in Section 312000 and compact as specified in Section 312000.

3.2 AGGREGATE BASE

- A. Where required, construct the aggregate base as shown on Drawings on the prepared subgrade as soon as possible after final shaping and compaction of the subgrade is completed.
- B. Construction requirements shall be compacted to a density of at least 95 percent as defined by ASTM D1557 (Modified Proctor).
- C. Density tests shall be taken as specified in Section 312000 and no bituminous layer shall be applied on the aggregate base course until it is approved by OWNER.

3.3 BITUMINOUS TACK COAT

- A. Apply a bituminous tack coat to an existing bituminous surface if it has been dirtied by traffic or by other means just before constructing another bituminous course. The face of all concrete surfaces to which the bituminous surface will come in contact with shall be sprayed or painted with tack oil.

3.4 BITUMINOUS BINDER COURSE

- A. Construct a plant mixed bituminous binder course as shown on Drawings using a mechanical paver.

3.5 BITUMINOUS WEARING COURSE

- A. Construct a plant mixed bituminous wearing course as shown on Drawings using a mechanical paver.

3.6 FIELD QUALITY CONTROLS

- A. From time to time during progress of the work and/or upon completion of the work, OWNER may require that testing be performed to determine that materials provided for the work and its installation meets the specified requirements.

3.7 DEFECTIVE WORK

- A. When tests and inspections of the aggregate base and/or bituminous work indicate non-compliance with the Specification, Contractor and OWNER shall mutually agree on the number and location of additional tests to define and/or verify the deficiency. If the average of the tests for a given area indicate non-compliance, the area is considered defective and Contractor shall:
 - 1. Remove and replace defective work at no cost to OWNER;
 - 2. Correct the work at no cost to OWNER in a manner acceptable to OWNER; or
 - 3. Give OWNER a credit towards the Contract Price if said credit is acceptable to OWNER.

3.8 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method in accordance with AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.9 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.

- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density, Rice Test Method: 92 percent of reference maximum theoretical density in accordance with ASTM D2041/D2041M, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.

END OF SECTION 321216

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish and construct all exterior portland cement concrete as shown on Drawings and herein specified.
 - 1. Work to be included under this Section shall consist of the following:
 - a. Driveways, fire access lanes, dumpster approach, sidewalks, and any concrete pavement specified on the drawings.
- B. Related Work Specified Elsewhere:
 - 1. Section 312000: Earthwork
 - 2. Section 321216: Asphalt Pavement

1.2 QUALITY ASSURANCE

- A. Qualifications of Installers:
 - 1. Provide at least 1 person at all times during execution of this portion of Work and who is thoroughly familiar with the type of materials being installed and is directly responsible for all Work performed under this Section.
- B. Requirements of Regulatory Agencies:
 - 1. It is Contractor's responsibility to comply with the requirements of the regulatory agencies, including the purchase of any permits at their own expense.
- C. Construction Tolerances:
 - 1. Vertical alignment shall not vary more than 1/8 inch from the edge of a 10-foot straight edge.
 - 2. Horizontal alignment shall not vary more than 1/2 inch from the plan alignment for pavement.
 - 3. Concrete thickness shall not be less than specified.
 - 4. Reinforcing bars shall be placed to the following tolerances:
 - a. Clear distance to formed surface, plus or minus 1/4 inch.
 - b. Sheared length, plus or minus 1 inch.
 - c. Concrete cover on top bars in slabs and beams 8 inches deep or less, 2 inches plus or minus 1/4 inch.
 - d. Concrete cover on top bars in members 8 inches to 24 inches deep, 2 inches plus or minus 1/2 inch.
 - e. Crosswise or lengthwise spacing, plus or minus 2 inches provided minimum spacing and cover requirements are not violated.
- D. Referenced Standards:

1. The current editions of the following American Concrete Institute (ACI) publications shall govern all Work performed hereunder, unless otherwise specified:
 - a. Recommended Practice for Concrete Floor and Slab Construction - ACI 302.
 - b. Recommended Practice for Hot Weather Concreting – ACI 305.
 - c. Recommended Practice for Cold Weather Concreting - ACI 306.
 - d. Recommended Practice for Construction of Concrete Pavements and Concrete Bases - ACI 316.
 - e. Building Code Requirements for Reinforced Concrete - ACI 318.

E. Design Criteria:

1. Contractor shall employ an approved independent materials testing laboratory and pay for the service of setting up the design mixes and to analyze the fine and coarse aggregate for the various uses of concrete utilized on the project. Design mixes shall be in accordance with the previously cited ACI 318 publication and in compliance with this Specification. The proposed mixes shall be submitted to OWNER for approval prior to placing of any concrete. The approved mixes established by the laboratory shall be used in the Work as long as the characteristics of the ingredients remain unchanged. If any significant change is made in the ingredients, new mixes shall be prepared and submitted to OWNER for approval.
2. Concrete shall consist of a minimum 28 day compressive design strength of 4,000 psi (unless otherwise specified in the plans) using portland cement, aggregate, air entraining admixture, and water. Air content shall range from 5 to 7 percent. Slump of concrete shall have a range of 2 to 4 inches.
 - a. If any of the conditions vary from those as described, Contractor shall submit a revised mix design prepared by the testing laboratory along with a written request for the variance desired to OWNER for their consideration and approval.
 - b. Concrete for portions of the structure required to be watertight, such as water storage, pumpstation wetwells and waste treatment tanks, shall be air-entrained and have a water-cement ratio not exceeding 0.48.
 - c. Admixtures shall be used only with the approval in writing by OWNER. All admixtures shall be used in accordance with the manufacturer's instructions and shall be added at the plant. Calcium chloride shall not be used as an admixture.
 - d. Mix designs shall be based on Type I cement. Type III (high early) cement or any other types of cement shall be used only when approved in writing by OWNER. When high-early cement is used, the 7-day strength test shall exceed the specified 28-day strength tests.

1.3 SUBMITTALS

A. Product Data:

1. Prepare and submit product data for OWNER'S approval. Product data shall include manufacturer's recommended installation instructions.

B. Samples:

1. If requested by OWNER, submit samples for approval of proposed materials.

C. Certification:

1. Submit 3 copies of certification of material compliance as requested by OWNER.

D. Delivery Tickets:

1. Submit a delivery ticket with each truck load of concrete delivered which indicates OWNER'S design mix, truck number, project number, Contractor, ready mix producer, time of batching and total yards of concrete.

E. Test Reports and Design Mixes:

1. Submit 3 copies of design mixes and material test reports to OWNER.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Form Material:

1. Form material shall be either sound lumber or steel, free of defects and variations in dimensions. The sides of all lumber shall be surfaced and matched to prevent mortar leakage. Metal forms shall be of standard manufacture and need not be new, but shall be free from rust and dirt. Metal forms shall be flat and true to line without punctures. All form material shall be sized and of strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal of same.
 - a. Rigid forms are to be utilized on tangent alignment and curves having a radius of 150 feet or greater.
 - b. Curved forms shall be utilized on the curved Work with a radius of 150 feet or less, and shall consist of flexible spring steel or laminated lumber.

B. Reinforcement Materials:

1. Reinforcing bars and dowels shall be of new billet steel conforming to ASTM A615, Grade 60 (60,000 psi yield). Sizes of bars shall be as indicated on Drawings or herein specified.
 - a. Dowel bars when used for contraction and expansion joints shall be smooth steel bars coated with a thin uniform coating of liquid asphalt (MC-250) or grease on 1/2 the length of the bar plus 2 inches. In addition, dowel bars for expansion joints shall be furnished with end caps designed with one end closed, a minimum length of 3 inches and be positioned to allow bar movement of not less than 1 inch.
 - b. Dowel bar assemblies may be permitted if fabricated to the width of the pavement section.
 - c. Tie bars for control, longitudinal and construction joints shall be deformed bars.

C. Concrete Materials:

1. Portland cement shall conform to ASTM C150.

- a. Cement shall be a low alkali cement (Type I) containing not more than 0.6 percent by weight of tri-sodium silicate oxide.
 2. Coarse aggregate shall conform to Size 57 grade requirements of Table 2 of ASTM C33 standard.
 3. Fine aggregate shall conform to ASTM C33 with fineness modulus not to vary more than 0.20 from value assumed in design mix.
 4. Water shall be potable, clean and free from deleterious amounts of acid, alkali or organic material.
- D. Admixtures:
1. Air entraining agent shall conform to ASTM C260 and shall be added at the mixer.
 2. Water reducing agents, (such as super plasticizers), retarding agents, accelerating agents and all other admixtures, shall require approval by OWNER and if used, shall conform to ASTM C494. In no case shall admixtures be permitted as substitute for cement content specified, unless approved by OWNER.
- E. Expansion Joint Material:
1. Joint filler material shall consist of a non-extruding standard bituminous bound type "Sealtight Asphalt Expansion Joint" as manufactured by W.R. Meadows, Inc., Elgin, Illinois or OWNER approved equal.
 - a. Material shall conform to ASTM D994.
 2. Joint filler material shall consist of preformed non-extruded bituminous bound type "Sealtight-Fibre Expansion Joint" as manufactured by W.R. Meadows, Inc., Elgin, Illinois; "Code 1390" as manufactured by W.R. Grace Company, Cambridge, Massachusetts or OWNER approved equal.
 - a. Material shall conform to ASTM D1751.
 - b. Material shall be 1/2 inch thick, unless otherwise noted, of widths equal to slab thickness less 1/2 inch or as otherwise indicated.
 3. Joint sealant shall be a single component, polyurethane type "Sikaflex-la" as manufactured by Sika Chemical Corporation, Lyndhurst, New Jersey or OWNER approved equal. Color as selected by OWNER.
- F. Curing Materials:
1. Kraft paper shall be waterproof and nonstaining "Sisalkraft 5K-10" conforming to ASTM C171.
 2. Polyethylene film shall be white opaque sheet or roll material not less than 0.006 inch thick (6 mil) conforming to AASHTO-M171.
 3. Contractor may at their option use a liquid curing compound for surfaces that will not receive treating oil or waterproofing membrane. Liquid curing compound shall conform to ASTM C309 and shall consist of the following:
 - a. Type 1D, translucent with fugitive dye.
 - b. Type 2, white pigmented, Class B (vehicle solids restricted to all resin).

2.2 PRODUCTION

- A. Concrete shall be ready-mixed, and shall be batched, mixed and transported in accordance with "Specification for Ready-Mixed Concrete" ASTM C94. The production plant equipment and facilities shall meet the requirements of the National Ready Mixed Concrete Association.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

- A. Hot Weather Conditions:

- 1. The following precautions shall be adhered to:
 - a. Reject concrete mixture having temperature of 85°F or greater.
 - b. Pre wet subgrade.
 - c. Crushed or flaked ice may be utilized in reducing temperature of mixture.
 - d. If necessary, reduce temperature of reinforcing steel with wet burlap.
 - e. Reduce mixing time (agitating time) in truck to 45 minutes.
 - f. During periods of high winds, shelter windward side with adequate wind breaks.
 - g. Apply no chemical retarder to finished surface unless permission is granted in writing by OWNER.

- B. Cold Weather Conditions:

- 1. When ambient temperature is 40°F or less, the following precautions are to be adhered to:
 - a. Subbase shall not be frozen.
 - b. Concrete mixture delivered at Worksite shall be 55°F (minimum), 85°F (maximum).
 - c. No calcium chlorides, salts or other chemical accelerators shall be permitted, unless otherwise acceptable in writing by OWNER.
 - d. Concrete surface shall be maintained at a minimum of 50°F with appropriate thermal insulation for a period of 7 days (normal concrete), 3 days (high early-strength concrete).
 - e. Refer to previously cited ACI 306 for minimum thickness of thermal protection required.
 - f. Any concrete that has frozen or disintegrated as a result of freezing shall be removed and replaced at Contractor's expense.

3.2 SUBGRADE PREPARTION

- A. Fine grade and compact subgrade to the plan cross section. Compaction shall be as specified in Section 312000 of this Specification or as indicated on the Drawings.
- B. After compaction, cut-out soft spots and unstable areas in the subgrade and fill with select fill material and compact as specified in Section 312000.

3.3 GRANULAR BASE

- A. Construct the select fill and granular base as shown on Drawings on the prepared subgrade after the final shaping and compacting of the subgrade is completed.
- B. Compact as specified base in Section 312000 of this Specification.

3.4 FORM CONSTRUCTION

- A. Forms shall have the strength and rigidity, regardless of material, such that when they are set in place and braced, they will withstand weight of equipment and weight of concrete without settlement or lateral displacement.
- B. Keyway forms in the edge of pavement slabs and at construction joints shall be constructed to the dimensions shown on Drawings. Wood keyway forms, if used, shall be bolted or nailed to the side forms. Metal keyway forms shall be fixed or held rigidly in place by staking or other OWNER approved method.
- C. Forms shall be coated prior to the placement of concrete, with a nonstaining form release agent. Wooden form may be prewetted with water. No standing water, adjacent to forms, shall be permitted.

3.5 REMOVAL OF FORMS

- A. Forms for slabs on grade shall not be removed earlier than 12 hours after the placement of concrete has been completed. Within 24 hours of form removal backfill adjacent to the pavement shall be completed.
- B. Forms supporting the weight of concrete shall not be released until the concrete has reached its specified 28-day strength. Minimum time elapse after casting and before the false Work supports are released shall be 8 days for spans up to 96 inches center to center of supports, plus 1 additional day for each 12 inches of increase in span length over 84 inches up to 14 days for span of 14 feet and over. Such time period shall be exclusive of those time intervals during which the concrete surface temperature is below 40°F. If temperature remains below 40°F during the casting and curing period no forms shall be removed until approved field tests indicating adequate concrete strength have been provided.

3.6 REINFORCEMENT PLACEMENT

- A. Tie bars, reinforcement bars and dowel bars shall be clean, free from rust and shall be placed on adequate supports in locations as shown on Drawings. Provide the following minimum thickness of concrete cover:
 - 1. Concrete deposited on ground: 3 inches
 - 2. Formed surfaces against ground: 1-1/2 inches
 - 3. Beams, girders and columns: 1-1/2 inches
 - 4. Slabs, walls and joists: 1 inch
 - 5. Clear distance between parallel bars: 1 inch or nominal bar distance
 - 6. For No. 6 bars or larger: 2 inches
 - 7. No broken brick, block or concrete shall be permitted as reinforcement supports.

- B. Welded steel wire fabric shall be placed free from rust, kinks and bends and shall be cut in such a way that the overlap measured between outermark cross wires of each fabric sheet is not less than 2 inches. The fabric shall be cut at contraction joints. It shall be supported by a layer of fresh concrete placed to the depth of the mesh shown on Drawings, followed by placement of the upper layer of concrete.

3.7 JOINTS

- A. General:
 - 1. Construct expansion, contraction and construction joints with face perpendicular to surface of concrete.
 - 2. Where joining existing structures, match existing contraction or expansion joints.
- B. Expansion Joints:
 - 1. All fixed objects, such as buildings and structures or pavement, sidewalks or curb intersections shall be separated by a 1/2 inch expansion joint placed at the full depth of the concrete thickness. Expansion joints, in addition to the above, shall be placed at 60 foot intervals in the following:
 - a. Concrete curb and gutter
 - b. Concrete walk
- C. Construction Joints:
 - 1. Contraction joints shall be placed at the following intervals and dimensions or as shown on Drawings:
 - a. Concrete curb and gutter – 10 feet; 1/8 inch wide by 1 1/2 inch depth.
 - b. Concrete walk – 10 feet; 1/8 inch wide by 1/4 the depth of concrete.
 - 2. Cut plastic concrete with appropriate tool to specified depth. Finish edges with 1/4 inch radius tool.
 - 3. Saw-cut joints to specified width and depth on hardened concrete as soon as concrete has hardened sufficiently to prevent raveling or damage to the joint.
- D. Joint Sealer:
 - 1. Apply joint sealer to a clean and dry expansion or contraction joint if specified to a point approximately 1/4 inch below the top surface. Where oil treatment is specified, joint sealer shall be applied prior to application of the oil.

3.8 CONCRETE PLACEMENT

- A. Place concrete to required depth and width to form a continuous mass requiring a minimum of rehandling. Concrete adjacent to side forms and fixed structures shall be consolidated by means of portable vibrators or by mechanical means with the use of hand spading. Vibrators shall not be used to move concrete horizontally.
- B. If it is necessary to place a construction joint prior to a contraction joint, the distance between the construction joint and the previous contraction joint shall not be less than 60 inches.

- C. Automatic machine may be used for curb and gutter placement at Contractor's option, if acceptable to OWNER. If machine placement is to be used, submit revised mix design and laboratory test results, which meet or exceed the minimum herein specified. Machine placement must produce curbs and gutters to the required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

3.9 CONCRETE FINISH

- A. After initial strike-off and floating, and prior to finishing, test surface with 10-foot straightedge. Correct irregularities prior to final finishing operations.
- B. Apply the following surface finish after surface sheen or excess moisture has disappeared:
 - 1. Apply steel trowel finish followed by stiff-bristled broom drawn across concrete surfaces, perpendicular to line of traffic:
 - a. Sidewalk
 - b. Concrete pavement
 - c. Curb and gutter

3.10 CONCRETE CURING AND PROTECTION

- A. Cure concrete surfaces for 7 days (normal concrete) and for 3 days (high early-strength concrete), using appropriate means of protection as previously cited in ACI 305 and ACI 306.
- B. Curing methods shall consist of one of the following:
 - 1. Keep concrete surface continuously wet by ponding with water.
 - 2. Apply moisture proof fabric to entire area lapping joints and edges at least 3 inches. Tape interior joints and weight edges down with sand or other approved material.
 - 3. Apply liquid membrane curing compound to the finished surface in a 2 coat continuous operation with second application applied transversely to the direction of the first application, and in accordance with the manufacturer's directions. Replace damaged areas with equal applications of membrane using compound. Liquid membrane curing compound shall not be permitted where the surface will be subjected to an application of waterproof coatings, bonding agents, treating oil or paint.

3.11 TESTING AND EVALUATION

- A. Concrete materials and operations shall be tested and inspected as the Work progresses, by an independent testing laboratory. Contractor shall furnish any necessary labor who is familiar with methods of sampling and shall assist the testing agency in obtaining and handling samples, and for safe storage and proper curing of concrete test specimens on Worksite.
- B. Mold and cure three standard 6-inch diameter specimens from each sample in accordance with ASTM C31. Compressive strength test specimens shall be in

accordance with ASTM C39. Two specimens shall be tested at 28 days for acceptance and one shall be tested at 7 days for information. The acceptance test results shall be the average of the strengths of the two specimens tested at 28 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Should both specimens in a test show any of the above defects, the entire test shall be discarded. When high-early strength concrete is used, the first specimen shall be tested at 3 days; the remaining two at 7 days.

- C. Make at least one strength test for each 50 cubic yards, or fraction thereof, of each mix design of concrete placed in any one day.
- D. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, using standard slump cone as per ASTM C143.
- E. The testing laboratory shall report all test and inspection results to OWNER, OWNER'S Engineer, and Contractor immediately after they are performed. All concrete test reports shall include name of job, date of placement, date of test, batch mix design, slump and the exact location in the Work at which the batch represented by the test was deposited.
- F. All costs necessary to prepare concrete test cylinders, make tests and furnishing of written reports shall be borne by the Contractor.

3.12 DEFECTIVE WORK

- A. When tests and inspections of the aggregate base and/or concrete Work indicate non-compliance with the Specification, Contractor and OWNER shall mutually agree on the number and location of additional tests to define and/or verify the deficiency. If the average of the tests for a given area indicate non-compliance the area is considered defective and Contractor shall:
 - 1. Remove and replace defective Work at no cost to OWNER;
 - 2. Correct the Work at no cost to OWNER in a manner acceptable to OWNER;
 - 3. Give OWNER a credit towards the Contract Price if it is acceptable to OWNER;
 - 4. If Work is found to be in noncompliance, Contractor shall pay for the defective area removal and replacement, and the tests and inspection costs; or
 - 5. If Work is found to be in compliance, OWNER shall pay for tests and inspection costs.

END OF SECTION 321313

SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.
 - 2. Hot-applied joint sealants.
 - 3. Joint-sealant backer materials.
 - 4. Primers.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: for each type of product
- B. Samples for Initial Selection: Manufacturer's standard color sheets, showing full range of available colors for each type of joint sealant.
- C. Paving-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.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backer materials, 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 COLD-APPLIED JOINT SEALANT

- A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type NS.
- B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type SL.
- C. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.
- D. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.
- E. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T.

2.3 HOT-APPLIED JOINT SEALANT

- A. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I.
- B. Hot-Applied, Single-Component Joint Sealant ASTM D 6690, Type I or Type II.
- C. Hot-Applied, Single-Component Joint Sealant ASTM D 6690, Type I, II, or III.
- D. D 6690, Type IV.

2.4 JOINT-SEALANT BACKER MATERIALS

- A. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.5 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and

applications indicated unless more stringent requirements apply.

- B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
- C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.
- D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.
- E. Install joint-sealant backers to support joint 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 joint-sealant backer materials.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backer materials.
 - 3. Remove absorbent joint-sealant backer materials that have become wet before sealant application and replace them with dry materials.
- F. Install joint sealants immediately following backer material installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact 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.
- G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants in accordance with the following requirements 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 joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.
- I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

END OF SECTION 321373

SECTION 321713 - PARKING BUMPERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes steel wheel stops.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and shop drawings.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS

- A. Steel Wheel Stops: Fabricated 5" x 5" x 3'16" tube steel to be 6' length.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wheel stops according to Steel Wheel Stop detail within Construction Documents..
- B. Install at locations shown on Construction Documents.

END OF SECTION 321713

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Painted markings applied to asphalt paving.
 - 2. Painted markings applied to concrete paving and surfaces.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".
- B. Markings Standards: Comply with applicable MUTCD current Standards.

2.2 PAVEMENT MARKING PAINT

- A. MPI #97, latex traffic-marking paint.
 - 1. Asphalt Application
 - a. Color: Pantone Cool Gray 3 C or approved equal.
 - 2. Concrete Application
 - a. Color: Pantone Cool Gray 10 C or approved equal.
 - 3. Fire Lane Application
 - a. Color: Pantone 484 C or approved equal.

4. ADA Application Colors:
 - a. Pantone 7691 C or approved equal.
 - b. Pantone Cool Gray 3 C or approved equal (asphalt).
 - c. Pantone Cool Gray 10 C or approved equal (concrete).

- B. Glass Beads: AASHTO M 247, Type 1.

2.3 PAVEMENT MARKING THERMOPLASTIC

- A. All public rights of way shall receive thermoplastic markings stipes. Color to be approved through submittal.
 1. Color: White or Yellow

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow asphalt paving or concrete surfaces to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

END OF SECTION 321723

SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes materials, labor, apparatus, tools, equipment, temporary construction, transportation, and services necessary for and incidental to performing the proper completion of Work, as required to make a complete and thorough preparation of the planting soil, including soil amendment products, imported topsoil, as required, to make up deficiencies in quantity of soil available on site, as shown in the Contract Drawings, and as specified herein this Section.
- B. Work under this Section consists of, but is not necessarily limited to, furnishing and installing the following:
 - 1. Agronomic Soil Fertility Testing and Soil Percolation Testing.
 - 2. Topsoil.
 - 3. Pre-Plant Weed Control.
 - 4. Soil Conditioners, Amendments and Fertilizers (Organic & Chemical).
- C. Related Requirements:
 - 1. Section 31 2000: Earthwork
 - 2. Section 329300 "Plants" for placing planting soil for plantings.
 - 3. Section 32 8400: Irrigation Systems
 - 4. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.

1.2 DEFINITIONS AND APPLICABLE STANDARDS

- A. References:
 - 1. USDA – United States Department of Agriculture.
 - 2. ASTM – American Society for Testing & Materials.
- B. Definitions:
 - 1. Topsoil - Shall be friable soil, providing sufficient structure in order to give good tilth and aeration to the soil. Topsoil shall be free of roots, clods, stones larger than one-inch (1") in the greatest dimension, pockets of coarse sand, noxious weeds, sticks, lumber, brush and other litter. It shall not be infested with nematodes or other undesirable disease-causing organisms such as insects and plant pathogens.
 - 2. Gradation Limits - Soil shall be a sandy loam, loam, clay loam or clay. The definition of soil texture shall be per the USDA classification scheme. Gravel over ¼-inch in diameter shall be less than 20% by weight.
 - 3. Permeability Rate - Hydraulic conductivity rate shall be not less than one-inch (1") per hour, nor more than twenty-inches (20") per hour, when tested in accordance with the USDA Handbook Number 60, Method 34b, or other approved Methods.
 - 4. Fertility - The range of the essential elemental concentration in soil shall be as follows: (cont. next page) Ammonium Bicarbonate/DTPA Extraction (PPM)

Element Concentration of elements for Soil Selection, measured as mg/kilogram dry weight basis Concentration of Elements for Final Acceptance (amended and conditioned soil) measured as mg/kilogram dry weight basis Phosphorus 2 - 40 10 - 40 Potassium 40 - 220 100 - 220 Iron 2 - 35 24 - 35 Manganese 0.3 - 6 0.6 - 6 Zinc 0.6 - 8 1 - 8 Copper 0.1 - 5 0.3 - 5 Boron 0.2 - 1 0.2 - 1 Magnesium 50 - 150 50 - 150 Sodium 0 - 100 0 - 100 Sulfur 25 - 500 25 - 500 Molybdenum 0.1 - 2 0.1 - 2

5. Acidity - The soil pH range measured in the saturation extract (Method 21a, USDA Handbook Number 60) shall be 6.0 - 7.9.
6. Salinity - The salinity range measured in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 0.5 - 2.0 dS/m. If calcium and if sulfate ions both exceed 20 milli-equivalents per liter in the saturation extract, the maximum salinity shall be 4.0 dS/m.
7. Chloride - The maximum concentration of soluble chloride in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 150 mg/1 (parts per million).
8. Boron - The maximum concentration of soluble boron in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 1 mg/1 (parts per million).
9. Sodium Adsorption Ratio (SAR) - The maximum SAR shall be 3 measured per Method 20b, USDA Handbook Number 60.
10. Aluminum - Available aluminum measured with the Ammonium Bicarbonate/DTPA Extraction shall be less than 3.0 parts per million.
11. Soil Organic Matter Content - Sufficient soil organic matter shall be present to impart good physical soil properties but not be excessive to cause toxicity or cause excessive reduction in the volume of soil due to decomposition of organic matter. The desirable range is 3% to 5%. The carbon/nitrogen ratio should be about 10. A high carbon/nitrogen ratio can indicate the presence of hydrocarbons or non-humified organic matter.
12. Calcium Carbonate Content - Free calcium carbonate (limestone) shall not be present in acid-loving plants.
13. Heavy Metals - The maximum permissible elemental concentration in the soil shall not exceed the following concentrations: (cont. on next page) Ammonium Bicarbonate/ DTPA Extraction (PPM) Element (mg/kilogram) dry weight basis Arsenic 1.0 Cadmium 1.0 Chromium 10.0 Cobalt 2.0 Lead 30.0 Mercury 1.0 Nickel 5.0 Selenium 3.0 Silver 0.5 Vanadium 3.0
 - a. If the soil pH is between 6 and 7, the maximum permissible elemental concentration shall be reduced 50% to the above values. If the soil pH is less than 6.0, the maximum permissible elemental concentration shall be reduced 75% of the above values. No more than three (3) metals shall be present at 50% or more of the above values.
14. Phytotoxic constituent, herbicides, hydrocarbons, etc. - Germination and growth of plants shall not be restricted more than 10% compared to the reference soil. Total petroleum hydrocarbons shall not exceed 50 mg/kg dry soil measured per the modified EPA Method No. 8015. Total aromatic volatile organic hydrocarbons (benzene, toluene, xylene and ethylbenzene) shall not exceed 0.5 mg/kg dry soil measured per EPA Method No. 8020.
15. Sub Grade - Soil level resulting from the rough grading work under another Section. Cultivation of sub grade areas prior to placement of Topsoil is included in this Section.
16. Stockpiled Topsoil - Soil stockpiled for spreading over prepared sub-grade.
17. Stockpiled Native Topsoil - Topsoil stripped from the site prior to rough grading Work (under another Section), to be spread and amended as Work under this Section.
18. Imported Topsoil - Off-site Topsoil, imported and stockpiled under this Section, to be spread and amended as Work under this Section.

C. Measurements:

1. PPM: Measurement, in parts per million.

1.3 QUALITY ASSURANCE

A. Installer Qualifications for requirements indicated herein this Section:

1. Licensed Landscape Contractor, in the State of Arkansas.
 - a. Engage an experienced, licensed Contractor who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
 - b. Installer's Field Supervision: Contractor shall maintain an experienced, full-time landscape supervisor/superintendent at the Project Site during times that landscaping operations identified herein the Contract are in progress.

B. Manufacturer's Directions: Follow Manufacturer's directions and drawings in cases where the Manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings or Contract Specifications.

C. Permits, Fees, Bonds, Testing, and Inspections: Contractor shall arrange and pay for permits, fees, bonds, testing, and inspections necessary to perform and complete his portion of the Work.

D. Approved Testing Laboratory and Procedures for Agronomic Soil Fertility Analyses:

1. Agronomic Soil Fertility Analyses shall be conducted by a reputable, certified, agronomic soils laboratory. Laboratory shall be a member of the Council on Soil Testing and Plant Analysis. The same laboratory shall be used throughout the duration of the Contract:
2. Contractor shall verify and confirm the selected Testing Laboratory and specific location(s) of soil sample(s) with the Landscape Architect prior to commencing soil sampling operations.
3. For each Soil type, submit the physical Soil Samples directly to the selected Laboratory for analysis, per the procedures outlined per Part III herein this Section.
 - a. In addition to the physical Soil Samples, Contractor shall also provide the Laboratory with a copy of the Soil Amendment and Fertilizer products indicated herein this Section.
4. Along with the testing data results, the Agronomic Soil Fertility Analysis shall also include written recommendations authored by the Laboratory conducting the Analyses for amending, treating, and/or correcting the sampled soils. Laboratory shall utilize the organic-based Soil Amendments and Fertilizers described herein this Section to the greatest extent possible to produce satisfactory planting soil(s) suitable for sustaining healthy viable plant growth.
 - a. The Analyses shall also include Maintenance and Post-Maintenance fertilization programs for planted areas within the Contract.
5. Agronomic Soil Fertility Analyses shall be performed on each Soil Type samples, and include testing results for the following pH Electro-conductivity (salinity) measurement – saturated extract. Measurement of sodicity (Sodium Absorption

- Ratio) Estimate of soil texture and soil organic matter Presence of lime
Nutrients/Toxic Elements measurement of DPTA extract Saturation extracts for
nitrate, sulfate, sodium, calcium, magnesium, potassium, soluble phosphate, and
boron Parasitic nematodes Herbicide contamination (For Lightweight Soil Mixes)
Test for physical and chemical composition, and saturated weight per cu.ft.
6. Planting operations shall not commence until the results of the Agronomic Soil Fertility Analysis and Recommendations are reviewed accordingly by the Landscape Architect.
 7. The quantity or type of amendments may be modified by the Landscape Architect within fourteen (14) days of receipt of the results. The Agronomic Soil Fertility Analysis and Recommendations shall take precedence over the amendment and fertilizer application rates specified herein or on the Contract Documents.
 8. The Agronomic Soil Fertility Report/Recommendation shall take precedence over the amendment and fertilizer application rates specified herein or on the Contract Documents.

1.4 SUBMITTALS

A. General:

1. Collect information into a single Submittal for each element of construction and type of product or equipment identified under this Section for review.
2. Submittal Format: As applicable, furnish Submittal as a single electronic digital PDF (Portable Document Format) file.

B. Digital Submittal Information:

1. Product/Material Data: Submit available product/material literature supplied by manufacturer's, indicating that their products comply with specified requirements. Provide manufacturing source (name, address, and telephone number), and distributor source (name, address, and telephone number) for each type of product/material.
 - a. Planting Soil (Imported/Amended Topsoil).
 - b. Soil Amendments (for each type used, for Sand, Perlite, Peat Humus, Gypsum, Soil Sulfur, Iron, etc).
 - c. Bulk Composted Organic Soil Amendment Material.
 - d. Granular Soil Conditioning Material.
 - e. Mycorrhizal Inoculum.
 - f. Fertilizers (for each type used).
2. Agronomic Soil Fertility Analysis and Recommendations: Submit a minimum of fourteen (14) days prior to amending of the soil and ordering soil amendments. The locations of where each of the soil test samples were derived from the Project Site shall be keyed to the site plan and shall be included with the results.
3. Qualification Data: Submit names for firms and persons specified in the "Quality Assurance and Control" Article to demonstrate their capabilities and experience on similar installations.

- C. Material Samples: Submit four (4) sets of physical Material Samples for review of kind, color, pattern, size, and texture for a check of these characteristics with other elements, and for a comparison of these characteristics between Submittal and actual component as delivered and installed. Include the full range of exposed color and texture expected in the completed work. Provide Material Samples bound and individually wrapped in re-

sealable labeled 1-gallon plastic bags (as applicable):

1. Provide Material Sample sets for each item submitted under Product/Material Data.
- D. Submittals under this Article will be rejected without the benefit of review by the Landscape Architect if they are difficult to read due to insufficient scale, poor image quality, or poor drafting quality; or if the required information is missing or not presented in the format as requested.
- E. No Work shall proceed under this Section until Submittal requirements indicated herein have been reviewed accordingly by the Landscape Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. General: Deliver and install materials so as to not delay Work and install only after preparations for installation have been completed.
- B. Packaged Materials Deliver packaged materials in original, unopened packages or containers, with manufacturer's labels intact and legible, showing weight, analysis, and name of manufacturer. Store and secure properly to prevent theft or damage.
 1. Store packaged materials off ground and under cover, away from damp surfaces and inclement weather.
 2. Protect during storage and construction against soilage or contamination from earth and other materials.
- C. Bulk Materials:
 1. Deliver and store bulk materials so as not to impede Work of others.
 2. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 3. Protect during storage and construction against soilage or contamination from earth and other materials. Provide adequate separation between bulk materials so as not to cross-contaminate bulk materials.
 4. Store under cover, away from inclement weather.
 5. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 6. Do not move or handle materials when they are wet or frozen.
 7. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates. Furnish original certificates to Landscape Architect upon request.

1.6 COORDINATION, SCHEDULING, AND OBSERVATIONS

- A. Notify the Contractors performing Work related to installation of Work under this Section in ample time to allow sufficient time for them to perform their portion of Work and that progress of Work is not delayed. Verify conditions at the Project Site for Work that affects installation under this Section. Coordinate items of other trades to be furnished and set in place.
- B. Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage to utilities. Hand excavate, as required. Maintain

grade stakes until removal is mutually agreed upon by parties concerned.

- C. Excavation: When conditions detrimental to adequate Soil Preparation operations are encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease operations and notify Landscape Architect for further direction.
- D. Installation: Perform Soil Preparation operations only when weather and soil conditions are suitable in accordance with locally accepted practices.
- E. Construction Site Observations: Periodic site observations shall be made by the Landscape Architect during the installation of Work under this Section for compliance with requirements for type, size, and quality. Landscape Architect retains right to observe Work for defects and to reject unsatisfactory or defective material at any time during progress of Work. Contractor shall remove rejected materials immediately from Project site, all associated cost are to be paid by the contractor.

1.7 SITE CONDITIONS

- A. Project Site shall be free of weeds, native grasses, evasive grasses, (Bermuda Grass, Johnson Grass, Nut Grass, etc.) prior to Topsoil distribution or soil amendment placement.
- B. Excessive rock, dead or declining vegetation, trash, debris, or other items that has accumulated throughout the duration of the Project shall be removed from the Project Site by the Contractor, and as directed by the Landscape Architect.
- C. Grading and soil preparation Work shall be performed only during the period when beneficial and optimum horticultural results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy soil structure or cause compaction, spreading and grading operations shall be suspended until, in the opinion of the Landscape Architect, the moisture content is increased or reduced to acceptable levels and the desired results are likely to be obtained.
 - 1. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be in the sole judgment of the Landscape Architect.
 - 2. If the soil moisture level is found to be insufficient for planting, planting pits shall be filled with water and allowed to drain before commencing planting operations.
- D. Planting areas which become compacted in excess of 85% relative compaction due to construction activities shall be tilled and thoroughly cross-ripped to a minimum depth of twelve-inches (12") to alleviate the condition, taking care to avoid all existing subsurface utilities, drainage, etc.

PART 2 - PRODUCTS

2.1 PLANTING SOIL (TOPSOIL)

- A. Topsoil: Meet ASTM D5268, pH range of 5.5 to 7, 4 percent organic material minimum.
 - 1. Topsoil Source: Reuse native surface soil stockpiled on the site. Verify suitability of native surface soil stockpiled on site to produce Topsoil meeting requirements;

amend, as necessary. Supplement native surface soil stockpiled on site with imported Topsoil when quantities are insufficient.

- a. Composition: Fertile, friable, well-drained soil, of uniform quality, free of stones over one-inch (1") diameter or larger in any dimension sticks, oils, chemicals, plaster, concrete, roots, plants, sod, and other deleterious or extraneous materials harmful to plant growth.
 - b. Obtain an Agronomic Soil Fertility Report/Recommendation of the stockpiled Topsoil from the approved Testing Laboratory indicated herein this Section.
 - c. Test Results: Request Testing Agency to send one (1) copy of test results direct to the Landscape Architect and one (1) copy to the Owner. Amend as required.
2. Topsoil Source Provide Imported Topsoil obtained from off-site sources, from naturally well-drained sites do not obtain from bogs or marshes.
- a. Quantity: Provide Imported Topsoil as soon as an insufficient quantity of native stockpiled surface soil is verified. Quantity of Imported Topsoil to complete the Work shall be calculated by Contractor
 - b. Stockpiling: Stockpile on site as directed by Owner.
 - c. Composition: To match in quality, accepted native stockpiled Topsoil.
 - d. Analysis: Obtain an Agronomic Soil Fertility Report/Recommendation of the Imported Topsoil from the approved Testing Laboratory indicated herein this Section.
 - e. Review: Landscape Architect reserves the right to take samples of the Imported Topsoil delivered to the site for conformance to the Contract Specifications.
 - f. Rejected Imported Topsoil: Immediately remove rejected Imported Topsoil off site, at Contractor's expense.

2.2 SOIL MIXES/BLENDS (BACKFILL/PLANTING MIX)

- A. Soil Conditioner Blend, for amending on-site native soil planting surfaces, stockpiled, plant back fill or imported topsoil: Furnish a thoroughly blended composition of Bulk Composted Organic Soil Amendment Material and Granular Soil Conditioning Material & Fertilizer. Any substitution for the "Soil Conditioner Blend" listed herein must be requested by the Contractor and approved, in writing, by the Landscape Architect at least thirty (30) days prior to installation.

1. Bulk Composted Organic Soil Amendment Material:

- a. Material Composition: Bulk Composted Organic Soil Amendment Material shall be thoroughly cured for a minimum of 100 days, and shall be free from any trash (glass, metal, plastic, etc.) deleterious materials, bio-solids, and/or toxic chemicals. The Material shall be non-hazardous, and conform to US Environmental Protection Agency 40 CFR503 criteria for "Class A" products. It shall also exceed standards and specifications for unrestricted application as a landscaping and agricultural soil amendment.
- b. Humus material shall have an acid-soluble ash content of no less than 6% and no more than 20%. The organic matter content shall be at least 50% on a dry weight basis.
- c. Types of acceptable products are composts, manures, mushroom composts, straw, alfalfa, peat mosses etc. low in salts, low in heavy metals, free from weed seeds, free of pathogens and other deleterious materials.
- d. Composted wood products are conditionally acceptable . Wood based

- products are not acceptable which are based on red wood or cedar.
- e. Sludge-based materials are not acceptable.
- 1) Gradation/Screen Analysis: A minimum of 90% of the material by weight shall pass a 1/2" screen. Material passing the screen shall meet the following criteria: Percent Passing Sieve Designation 80 – 100% 6.35 mm (1/4") 50 – 80% 2.38 mm (No.8) 0 – 40% 500 micron (No.35)
 - 2) Maturity: Physical characteristics suggestive of maturity include shall include:
 - a) Color: Dark brown to black.
 - b) Odor: Aerobic, without malodorous presence of decomposition products.
 - c) Particle characterization: Identifiable wood pieces are acceptable, but the balance of Material should be soil-like without recognizable grass or leaves.
 - d) Analytical Properties: Contractor shall submit proof of the Bulk Composted Organic Soil Amendment Material by providing a sample as identified herein this Section, and a lab analysis that has been performed within 30 days of the installation of the planting. Soil mix shall have (at a minimum) the following properties: Material Minimum Targeted Property/Range Total Nitrogen (N%) .50-1.0% Phosphorus (as P2O5) 2.0% Potassium (as K2O) 0.2% pH (units) 6.0 to 7.5, as determined in saturated paste. Organic Content Minimum 50% based on dry weight and determined by ash method. Minimum 205 lbs. organic matter per cubic yard of compost. ECe (millimho/cm) 5.0; based on pre-leaching with equal volume of water. Carbon-to-Nitrogen Ratio 25-to-1, nitrogen stabilized. Bulk Density 1,000 to 1,100 pounds/cubic yard. Sodium Absorption Ratio (SAR) Under 20.0 Total Iron 1.5% - 3.0% Moisture Content 35%-60% Acid-soluble Ash content No less than 6% and no greater than 20%. Salt Content 10millimho/cm @ 25d C. on a saturated paste extract. Boron Content 1.0 parts per million on a saturated paste extract. Silicon-Content (acid-insoluble ash) 50% Calcium Carbonate No presence on alkaline soils. Maximum Total Permissible Pollutant Concentrations Parts per million (mg/kg dry-weight basis) • Arsenic: 1.0 • Cadmium: 1.0 • Chromium: 10.0 • Cobalt: 2.0 • Copper: 1.0 • Lead: 30.0 • Mercury: 1.0 • Molybdenum: 2.0 • Nickel: 5.0 • Selenium: 1.0 • Silver: 0.5 • Vanadium: 3.0 • Zinc: 2.0
 - e) Application Rate: As indicated herein this Section under "Planting Soil Amendments Schedule".
 - f) Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
 - 3) Provide submittal and sample to be approved by the Landscape Architect
2. Granular Soil Conditioning Material & Fertilizer:
- a. Material Composition and Analytical Properties: Granular Soil Conditioning Material & Fertilizer shall be a singular manufacturer-blended combination of soil conditioning material and fertilizer. It shall be granular in form, long-

lasting, free flowing, and suitable for application with approved equipment. It shall not contain any sewage sludge or manure-based products, and shall contain the following guaranteed minimum available analysis range:

Element/Material Targeted Property Range Nitrogen (N) 5.0% to 6.0%
Phosphoric Acid (as P₂O₅) 2.0% to 3.0% Potash (as K₂O) 1.0% to 4.0%
Humic Acids 15.0 % to 20.0% Calcium 7.0% Sulfur 0.0% to 5.0%

- b. Commercial-Grade Products, Manufacturers and Associated Rates of Application: Subject to compliance with requirements.

- 1) Provide submittal and sample to be approved by the Landscape Architect.

- B. Washed Plaster Sand: Clean, washed, natural or manufactured sand, sharp, fine-textured, free of toxic materials. Sieve tested in accordance with ASTM C136, with 100% passing through a #4 screen, 0% passing through a #200 screen.

- 1. Chemical Properties: (by DPTA Saturation Extract Method):

- a. Soluble Salts/Salinity: Maximum conductivity of 3.0 millimhos/cm at 25 degrees C.
 - b. Boron: Maximum concentration of 1.0 PPM.
 - c. Sodium Absorption Ratio (SAR): Maximum 6.0.
 - d. pH: 7.0.

- C. Perlite: Horticultural Perlite, soil amendment grade, 6.5 to 7.5 pH.

- 1. Unacceptable Materials: Polystyrene beads shall not be used as a substitution for horticultural Perlite.

- D. Vermiculite: Horticultural Vermiculite, gold-brown in color.

- 1. Size: 2-4mm, 5 mesh to 10 mesh sieve size.
 - 2. Density: 4.5 to 5.5 lb./cu ft.
 - 3. Grade: #2, Medium Grade.

2.3 INORGANIC SOIL AMENDMENTS

- A. Peat Humus:

- 1. Type: Canadian Sphagnum Peat, as derived from the genus Sphagnum, medium-divided, coarse fibrous texture, brown in color.
 - 2. Measurement: Measure peat in air dry condition, containing not more than 35% moisture by weight on an "as-received" basis.
 - 3. Physical Properties: Percent Passing Sieve Designation 95 – 100% 9.51 mm (3/8") 0 – 40% 500 micron (No.35)
 - 4. Organic Content (dry weight basis): Minimum 95%.
 - 5. Fiber Content: Greater than 66%.
 - 6. Water Holding Capacity: 20x to 30x its dry weight in water.
 - 7. Range in Ash Content (%): 1.0 to 5.0.
 - 8. Chemical Properties:
 - a. Nitrogen (dry weight basis): 0.6-3.0%.
 - b. Salinity/Soluble Salts: Saturation extract conductivity 0.0-3.0 millimhos/cm @ 25 degrees C.

- c. pH range: 3.0 to 4.0.
- 9. Unacceptable Materials:
 - a. Coir Dust.
 - b. Sedge Peat.
 - c. Reed Peat.
 - d. Hypnum Peat.
- B. Mycorrhizal Inoculum
 - 1. Mycorrhizal Inoculum for Plant Material: Dual soil-conditioning biological inoculum system of endo-and ecto- Mycorrhizal, used to further aid the plants ability to efficiently uptake available soil nutrients and increase resistance to drought.
 - a. Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
 - 1) 7-gram Myco-Pak, Tri-C Enterprises LLC, Chino, CA, 800-927-3311.
 - 2) 4 oz. Packet - Roots 1 Step, Roots, Inc., Independence, MO, 800-342-6173.
 - 3) Or equal, as approved by the Landscape Architect.
 - b. Provide at the prescribed application rate, per the Manufacturer's written recommendations.

2.4 CHEMICAL SOIL AMENDMENT COMPONENTS

- A. General: Chemical Soil Amendment Components listed herein may or may not be used, depending on the results of the Agronomic Soil Fertility Report. Provide as required.
- B. Gypsum: Commercially-processed and packaged agricultural-grade hydrated calcium sulfate product (CaSO_4), 92.0% minimum, pH at 7.1.
 - 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
 - a. Ben Franklin® No. 1 Agricultural Gypsum, U.S. Gypsum Company.
 - b. 100% Good Stuff Gypsum™, Art Wilson Company.
 - c. CAL-SUL® Pelletized Agricultural Gypsum, North Pacific Group.
 - d. Bumper Harvest Agricultural Gypsum, Domtar Gypsum.
 - e. Premium 97 Solution-Grade Gypsum, Diamond K, Inc.
 - f. Or equal, as approved by the Landscape Architect.
- C. Soil Sulfur: Elemental Sulfur (90% min.) commercially manufactured, water degradable, palletized.
 - 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
 - a. Disper-Sul, Martin Resources, Inc.
 - b. Soil Sulfur, Red Top.
 - c. Or equal, as approved by the Landscape Architect.

- D. Iron: Non-staining, 40% Fe minimum, complete with micro-nutrients and 2% humic acids, as derived from iron oxide, manganese oxide, or zinc oxide.
 - 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the follo
 - a. Gro-Power Iron, Gro-Power, Chino, CA.
 - b. Iron 45 w/ Micronutrients, Tri-C Enterprises LLC, Chino, CA.
 - c. Or equal, as approved by the Landscape Architect.
- E. Dolomite Lime: Agricultural-grade mineral soil conditioner containing 35% minimum magnesium carbonate, and 49% minimum calcium carbonate, 100% passing #65 sieve.
- F. Potassium Sulfate (Sulfate of Potash K₂O), (0-0-50 guaranteed analysis N-P₂O₅-K₂O): Agricultural-grade, containing minimum 50% of water-soluble potash and 18% Sulfur (S).
- G. Single Superphosphate P₂O₅ (0-15-0 guaranteed analysis N-P₂O₅-K₂O): Commercial product, containing 15% available phosphoric acid and 14% Sulfur.
- H. Triple Superphosphate P₂O₅, (0-45-0 guaranteed analysis N-P₂O₅-K₂O): Commercial product, containing 45% available phosphate and 15% Calcium (Ca).
- I. Ammonium Sulfate (NH₄)₂SO₄, (21-0-0 guaranteed analysis N-P₂O₅-K₂O): Commercial product containing approximately 21% ammonia.
- J. Ammonium Nitrate NH₄NO₃, (34-0-0 guaranteed analysis N-P₂O₅-K₂O): Commercial product containing approximately 34% ammonia.
- K. Calcium Nitrate CaNO₃, (15.5-0-0 guaranteed analysis N-P₂O₅-K₂O): Agricultural grade containing 15-1/2% nitrogen.
- L. Potassium Nitrate KNO₃, (13-0-45 guaranteed analysis N-P₂O₅-K₂O): Commercial product containing approximately 13% nitrogen and 45% potassium.
- M. Ureaformaldehyde (38-0-0 guaranteed analysis N-P₂O₅-K₂O): Granular commercial product containing approximately 38% nitrogen.
- N. Urea CO(NH₂)₂, (46-0-0 guaranteed analysis N-P₂O₅-K₂O): Granular commercial product containing 46% nitrogen
- O. I.B.D.U. (Iso Butyldiene Diurea): Commercial product containing 31% nitrogen.

2.5 FERTILIZERS

- A. Composition: Nitrogen (N), phosphorous (P₂O₅), and potassium (K₂O) content, plus other elements, as indicated.
- B. Fertilizer Tablet:
 - 1. General: Fertilizer Tablet shall be a 7-gram tablet, organic-based, tightly compressed chip-type commercial grade, 12-month slow-release planting tablets, and shall be composed of the following available percentages by weight of plant food: Element/Material Targeted Property Range Nitrogen (N) 12% Minimum Phosphoric Acid (as P₂O₅) 8% Minimum Potash (as K₂O) 8% Minimum Humus

2. 20% Minimum Humic Acids w/ micronutrients and soil enhancers 4% Minimum Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
 - a. Gro-Power 12-8-8 Planting Tablets, Gro-Power.
 - 1) Application Rate: As indicated herein Part III this Section.
 - b. Or equal, as approved by the Landscape Architect.

2.6 ACCESSORIES

- A. Drain Rock/Aggregate: Crushed Stone, conforming to ASTM C33, graded to ¾"-size, clean, hard, durable, free of materials toxic to plant growth, set in bottom of Planters, at depth indicated in Contract Drawings. Provide Geotextile Filter Fabric between Drain Rock/Aggregate and amended planting backfill soil.
- B. Wetting Agent/Water Storing Polymer: Non-biodegradable, granular, polyacrylamide polymer soil amendment.
 1. Commercial-Grade Products & Manufacturers: Subject to compliance with requirements, approved through submittal.
- C. Landscape Mulch Material:
 1. Organic Wood Mulch: Triple Hammered Hardwood Mulch
 2. Rock Mulch: Crowley's Ridge Drainage Rock. Refer to plans for size.
 3. Crushed Limestone: Refer to plans for size.
 4. Landscape Mulch Material for Submersible Planting Pots: Native River Cobble, to be approved through submittal.

PART 3 - EXECUTION

3.1 ARGONOMIC SOIL FERTILITY REPORT/RECOMMENDATION

- A. Once rough grading has been accomplished, and prior to commencing Soil Preparation operations, (amendments, fertilizers, etc.), soil samples shall be taken from representative areas and below grade depths of the Project Site. Locations and depths to gather the representative soil samples shall be accomplished by the Contractor under the direction of the Landscape Architect.
 1. Provide a minimum of ten (10) Soil Samples from locations to be coordinated.
- B. Guidelines for Selecting the Soil Samples:
 1. Select representative areas to sample. The area needs to be uniform in color, texture, depth, and drainage with the same fertilizing program and type of use. Planting areas to receive lawns, flowerbeds, trees, cut areas, fill areas, etc. should be tested separately. An area containing multiple trees and shrubs can be grouped into one area if the planting is the same.
 2. Depths and process of soil sampling:

- a. Sample as deep as the soil will be amended, generally six-inches (6") deep for groundcover/lawns, eighteen-inches (18") deep for shrub areas, twenty-four-inches (24") deep for small boxed trees, and three-feet (3') to four-feet (4') for large boxed trees.
 - b. Use a soil probe or soil auger to remove a core sample; otherwise, use a shovel to dig a hole to the desired depth. Sample the soil from the side of the excavated hole, scraping the side with a trowel. The tools used for digging shall be clean and not rusty. Avoid sampling when the soil is too wet.
3. In desired areas where multiple sub-samplings are taken from any one (1) area to create a combined sample, mix the sub-samples homogenously together in a clean plastic bucket prior to placing in the plastic bag.
4. Each Sample shall be sent directly to the laboratory in a separate, re-sealable, one (1)-gallon plastic bag. Provide a minimum of four (4) cups of soil within each respective sample to allow for adequate testing.

3.2 SOIL PERCOLATION TESTING

- A. Type/Quantity: During operations of Agronomic Soil Fertility Testing and prior to installing Plant Material, Contractor shall perform Soil Percolation Tests, through the direction of the Landscape Architect, in selected representative areas of the Project Site, to verify acceptable natural drainage, soil structure, and soil composition. Contractor shall verify the locations of the Soil Percolation Tests with the Landscape Architect
 1. Required Number of Soil Percolation Tests: ten (10)
- B. Procedure: Each Soil Percolation Test shall be performed as follows:
 1. Dig a hole: 2'-0" wide x 2'-0" long x 2'-0" deep.
 2. Fill the hole with water to top and cover with plywood and barricade. Allow hole to drain and fill again to top.
 3. Make daily observations, noting the depth of water each day.
 4. Report findings, in writing, to the Landscape Architect. Include the length of time the water takes to drain completely from each hole, date of test, location, and other information, which may be useful in providing further recommendations.
- C. Results: Based on the combined results of the Agronomic Soil Fertility Testing and the Soil Percolation Tests, Contractor may be required to install additional tree drainage sumps or other drainage methods at each planting pit for trees larger than 15-gallon container stock. Contractor shall include, as a line-item price within the Base Bid, the price per each additional tree drainage sump, should they be required (based on the testing).

3.3 SOIL MOISTURE CONTENT

- A. General: Do not work soil when moisture content is so great that excessive compaction occurs, or when it is so dry that dust will form in air, or that clods will not break readily. Apply water, if necessary, to bring soil to an optimum moisture content for tilling and planting. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the judgment of the Landscape Architect. Range: Maintain within tw

3.4 CLEARING, CULTIVATION, & EXCAVATION

- A. Clearing: Clear planting areas free of stones two-inches (2") in diameter and larger, weeds, debris, and other extraneous materials prior to soil preparation Work.
- B. Pre-Plant Weed Control:
 - 1. Clear and remove existing weeds by spraying and grubbing to at least one-inch (1") below the soil surface.
 - 2. Dead weeds shall be cleared and removed prior to planting
 - 3. Maintain a weed-free Project Site until final acceptance by the Owner, utilizing mechanical, chemical, or manual treatment.
- C. Cultivation of Native Site, with Amendments/Fertilizers:
 - 1. Verification: In planting areas where Native Topsoil blend will be applied, verify that sub-grades prior to installation of Topsoil have been established under rough grading. Do not spread Topsoil prior to acceptance of sub-grade Work.
 - 2. Cultivation: Following Pre-Plant Weed Control operations, rip or cultivate verified planting areas of Native Site Soil at the indicated depth, prior to applying Imported Topsoil (if required) and Soil Amendments/Fertilizers.
 - a. Depth of Cultivation for existing soils: As specified in Drawings or minimum 8-inches (8").
 - b. Depth of Excavation for imported soils: As specified in Drawings or minimum 8-inches (8").
 - 3. Following initial cultivation or excavation of existing Native Site Soil, evenly spread Imported Topsoil (if required) throughout all planting areas at the minimum indicated depth to meet finished landscape grades.
 - a. Depth of Imported Topsoil: As indicated on the Drawings.
 - b. Minimum of eight-inch (8") at Landscape Beds or Mass Planting areas.
 - c. Minimum of four-inches (4") at Sodded areas.
 - 4. Once Imported Topsoil has been spread, uniformly broadcast all required Soil Amendments and Fertilizers as recommended through the results of the Agronomic Soil Fertility Report.
 - 5. Thoroughly cultivate/blend all materials to provide a homogenous planting soil mixture at the indicated depth:
 - a. Depth of Cultivation: Minimum eight-inches (8").
 - 6. Lightly tamp/compact prepared Planting Soil to eliminate settlement, and complete finish grading operations.
 - 7. Planting Soil Amendment Schedule: The Planting Soil Amendment Schedule shall be based on the combined results of the Agronomic Soil Fertility Tests and Percolation Tests and recommendations provided by the Testing Agency/Lab.

3.5 APPLICATION RATES

- A. Fertilizer Tablets shall be spread equidistantly around the perimeter within the Amended Planting Backfill Mixture, up to within three-inches (3") of the finished grade of the Mixture, and at the following rates: Size of Plant Material Total Quantity of 7-gram tablets

One (1)-gallon Container stock. One (1) Tablet Five (5)-gallon Container stock. Nine (6) Tablets Fifteen (15)-gallon container stock Fifteen (10) Tablets 2.5" Caliper Stock Fifteen (15) Tablets 3"-4" Caliper Stock Twenty

1. Contractor shall not provide Fertilizer Tablets for designated native plant species, if directed by the Landscape Architect. Contractor shall verify with the Landscape Architect, in writing, as to which plants are subject to not receive the Fertilizer Tablets.

B. Mycorrhizal Inoculum Application Rate:

1. During application of Fertilizer/Planting Tablets, Mycorrhizal Inoculum shall be spread equidistantly around the perimeter within the Amended Planting Backfill Mixture, up to within three (3") inches of the finished grade of the Mixture, at the prescribed application rate per the Manufacturer's written recommendations.

3.6 DRAINAGE OF PLANTING AREAS

A. Surface Drainage:

1. Discrepancies: Provide proper surface drainage of planted areas. Submit in writing all discrepancies in the Contract Drawings or Specifications, or prior Work done by others, which Contractor feels precludes establishing proper drainage.
2. Correction: Include description of work required for correction or relief of said condition

B. Detrimental Drainage, Soils and Obstructions:

1. Notification: Submit in writing all soils or drainage conditions considered detrimental to growth of plant materials. State condition and submit proposal and cost estimate for correcting condition.
2. Correction: Submit for acceptance a written proposal and cost estimate for the correction before proceeding with Work.
3. Obstructions: If rock, underground construction Work, tree roots, or other obstructions are encountered in the performance of Work under this Section, submit cost required to remove the obstructions to a depth of not less than six-inches (6") below the required soil depth.

3.7 MAINTENANCE

- A. Protect graded areas from traffic and erosion. Keep free of trash and debris. Repair and reestablish grades in settled, eroded, and damaged areas.
- B. Where completed areas are disturbed by construction operations or adverse weather, scarify surface, reshape, and compact to required density.

3.8 WASTE MATERIALS

- A. Haul from site and legally dispose of waste materials including trash and debris as required and approved by the owner typical.

3.9 CLEAN UP

- A. Upon completion of filling and grading work, remove equipment and tools. Leave site clear, clean, free of debris and ready for subsequent trades work.

END OF SECTION 329113

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide trees, shrubs, ground covers, native perennials, native grasses and native wildflower and grass seed as shown and specified.
 - 1. Soil preparation.
 - 2. Trees, shrubs, groundcovers, native perennials and native grasses.
 - 3. Planting mixes.
 - 4. Mulch and planting accessories.
 - 5. Maintenance and Extended Management.
- B. Related Requirements:
 - 1. Section 015713: Temporary Erosion and Sediment Control
 - 2. Section 329113: Soil Preparation
 - 3. Section 328400: Planting Irrigation for complete irrigation systems.
 - 4. Section 329400: Hydroseeding
 - 5. Section 329113: Soil Preparation
- C. Definitions:
 - 1. Plant Material(s) – Refers to living plant species, inclusive of trees, shrubs, groundcovers, vines, ornamental grasses, cacti/succulents, espaliers, annuals, perennials, etc., as indicated in the Contract Drawings.
 - 2. Planting Area (PA) – As denoted on the Contract Drawings, shall refer to areas to be installed with Plant Material(s), or areas where existing vegetation shall be protected.
 - 3. Plant Height – Measurement of main body height, not measurement to branch tip.
 - 4. Plant Spread – Measurement of main body diameter, not measurement from branch tip to branch tip.
 - 5. Amended Planting Backfill Mixture – Refer to Section 32 91 13 – Soil Preparation.
 - 6. Balled and Burlapped Stock – Healthy, vigorous exterior plants with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
 - 7. Balled and Potted Stock – Healthy, vigorous exterior plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of exterior plant required.
 - 8. Bare-Root Stock – Healthy, vigorous exterior plants grown with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of exterior plant required.
 - 9. Compacted Settling Layer – Subgrade under where a plant is directly planted.
 - 10. Container-Grown Stock – Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized

- according to ANSI Z60.1 for type and size of exterior plant required.
11. Fabric Bag-Grown Stock – Healthy, vigorous, well-rooted exterior plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of exterior plant.
 12. Finish Grade – Elevation of finished surface of planting soil.
 13. Manufactured Topsoil – Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
 14. Multi-Stem – Where three (3) or more main stems arise from the ground from a single root crown or at a point right above the root crown.
 15. Sub-grade – Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
 16. Subsoil – All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

1.2 QUALITY ASSURANCE

A. Installer Qualifications:

1. Requirement: Valid Arkansas Landscaping Contractor License.
2. Engage an experienced Installer who has demonstrated completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
3. Installer's Field Supervision Installer shall maintain an experienced full-time supervisor on the Project site during times that landscaping installations under this Section are in progress.
4. Selections of Plant Material may be sourced and purchased by the Owner directly. Contractor to provide a line item installation cost and separate warranty identifying the schedule of values for each.

B. Plant Material:

1. Trees, Shrubs, Grasses and Seed: Provide quality, size, genus, species, and variety of Plant Material indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."
 - a. Provide photographs of each Plant Material species. Each Plant Material species shall have an identification tag from supplying nursery showing botanical and common name of the plant as identified in the Contract Drawings. Landscape Architect shall be provided the opportunity for an on-site debriefing by the Contractor that identifies the size and specific type of Plant Material upon delivery.
 - 1) Provide replacements equal to the size and quality to match the planted materials at the time the untrue species is discovered.
 - b. Replace, at no cost to Owner, Plant Material that is revealed during the course of the Contract as to being untrue to the species indicated in the Contract Drawings and reviewed accordingly under this Section.
 - c. Replacement of Plant Material: Refer to the Guarantee Article indicated herein this Section.
2. Native Wildflower and Grass seed: Provide quality seed and/or custom mix

identified within the Construction Documents. Noxious weed seeds shall not exceed one-half (1/2) percent by weight of the total of pure live seed and other material in the mixture. Johnson Grass, nutgrass or other noxious weed seed will not be allowed.

- a. Replacement of Plant Material: Refer to the Guarantee Article indicated herein this Section.
- b. Incorrect Seed Materials:
 - 1) Replace, at no cost to Owner, Seed that is revealed during the course of the Contract as to being untrue to the species indicated in the Contract Drawings and reviewed accordingly under this Section.
 - 2) Provide replacement seed at the time the untrue species is discovered.
- C. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
- D. Regulatory Requirements:
 - 1. Contractor shall meet the requirements of applicable laws, codes, and regulations as required by the authorities having jurisdiction over the Work. Plant names indicated, comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- E. Permits, Fees, Bonds, and Inspections: Contractor shall arrange and pay for permits, fees, bonds, and inspections necessary to perform and complete Work under this Section.
- F. Plant Material Review and Selection (Tagging):
 - 1. At the discretion of the Landscape Architect, Plant Material will be subject to review, photographed, and selected/tagged by the Landscape Architect at the nursery, or other place of growth, prior to delivery to the Project Site. Contractor shall verify with the Landscape Architect if tagging operations are required.
 - 2. Selecting/Tagging of Plant Materials at the nursery or place of growth does not cancel the right of the Landscape Architect to reject Plant Materials at the Project Site, if damaged or unacceptable conditions are found that were not detected at the nursery, place of growth, or in the submitted photographs.
- G. Plant Material Delivery: Plant Material shall be delivered with original Plant Material tagging materials set in place, as selected, and marked by the Landscape Architect at the nursery or place of growth. Seed, topdressing, and any fertilizer materials shall be delivered in original containers. Include materials showing weight, analysis, and names of growers. Store all seed material in a manner to prevent wetting, excessive heating, or other deterioration. Contractor shall notify Landscape Architect upon delivery of Plant Material for review of stock and tagging materials. Plant Materials delivered without original tagging materials, or with broken, damaged, or altered tagging materials, shall be

subject to rejection by the Landscape Architect. Rejected Plant Material shall be removed immediately.

H. Pre-installation Conference: Conduct conference at Project Site.

I. Protection of Existing Plant Material:

1. Refer to Requirements specified in Section 015639 – Temporary Tree and Plant Protection.
2. It is the intent of the Contract Documents that certain existing Plant Materials shall be retained. Prior to the removal of any Plant Materials, the Contractor shall confer with the Landscape Architect to determine which Plant Materials are to remain.
3. All existing Plant Materials which are to remain in the project shall be tagged and identified by the Contractor prior to start of Work.
4. Contractor shall be responsible for Plant Materials that are designated to remain. Damage to any Plant Materials which results in death or permanent disfiguration of said Materials shall result in compensation outlined in Section 01 56 39 – Temporary Tree and Plant Protection. The Landscape Architect shall be the sole judge of the condition of the Plant Materials.
5. Existing Plant Materials designated to remain shall be protected at all times from damage by construction activity (tools, materials, equipment, personnel, etc.). Damage by the Contractor to existing Plant Materials shall be repaired at the Contractor's expense to the satisfaction of the Owner, as directed by the Landscape Architect.
6. Contractor shall insure that no foreign material and/or liquid, such as paint, concrete, cement, oil, turpentine, acid or the like, be deposited or allowed to be deposited on soil within the drip line (the outside edge of the foliage overhang) of any Plant Material. Do not store construction materials, debris, or excavated material within drip line of existing Plant Material. Should any such poisoning of the soil occur, the Contractor shall thoroughly remove said soil as directed by the Landscape Architect and replace with acceptable soil at no additional cost to the owner.
7. Excavation adjacent to existing Plant Materials: Where it is necessary to excavate in close proximity to the drip lines of existing Plant Materials, all possible caution shall be exercised to avoid injury to roots and trunk. Excavation close to Plant Materials shall be done by hand, with narrow-tine spading forks or other approved tools to comb soil to expose roots. Tunnel under roots two-inches (2") and larger in diameter. Cutting of roots two-inches (2") and larger shall be only on the approval of the Landscape Architect.
8. Replacement of Damaged Plant Material: Replace existing Plant Material to remain as required, that are damaged by Contractor during construction with accepted Plant Material of the same species, size, and quantity as those damaged, at no additional cost to Owner. Owner shall be the sole judge as to the extent of the damage and the value of said damaged Plant Material.

1.3 SUBMITTALS

A. General

1. Collect information into a single submittal.
2. Submittal shall be organized and presented into specific sections or headings. Furnish neat, concise, legible, and clearly identifiable information, and sufficiently explicit detail, to enable proper evaluation for Contract compliance. Highlight catalog, product data, or brochures containing various products, sizes, and materials to show particular item submitted.

3. Submittal Format: As applicable, furnish Submittal as a single electronic digital PDF (Portable Document Format) file.
- B. Digital Submittal Information:
1. Alphabetized List of Plant Material.
 2. Submitted in the following format.
 - a. Project Name
 - b. Botanical Name
 - c. Common Name
 - d. Container Size
 - e. Overall Height
 - f. Caliper Size
 - g. Quantity
 3. The submittal shall not be construed as to acceptance of the plant material. All plant material shall be subject to review and approval by the Landscape Architect upon delivery to the project site.
- C. No work shall proceed under this Section until submittal requirements indicated herein have been review accordingly by the Landscape Architect.
- D. Provide plant material record drawings:
1. Legibly mark drawings to record actual construction.
 2. Indicate horizontal and vertical locations, referenced to permanent surface improvements.
 3. Identify field changes of dimension and detail and changes made by Change Order.
- E. Submit photos for the Landscape Architect's approval of each container grown plant under the number 15 container size. The five approved samples shall be retained in a protected location on the project site at a location approved by the General Contractor. The Landscape Contractor shall maintain the sample plants until completion of the site planting. The sample plants may then be used in the site planting.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. General: Do not prune Plant Material before delivery, except as approved by the Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie Plant Material in such a manner as to destroy natural shape.
1. Immediately after digging field-grown Plant Materials, pack root systems in wet straw, hay, burlap, or other suitable material to keep root system moist until final planting installation.
 2. Deliver freshly dug field-grown Plant Materials with firm, natural balls of earth of sufficient depth to include fibrous and feeding roots, meeting, or exceeding requirements of ANSI Z60.1 for root ball diameter.
 3. Store all seed material in a manner to prevent wetting, excessive heat, or other deterioration.
- B. Handling Plant Materials:

1. Handle balled and burlap Plant Material stock by the root ball.
 2. Handle container-grown Plant Materials only by their containers.
 3. DO NOT handle Plant Materials by their trunks or stems.
 4. DO NOT drop any Plant Materials.
 5. DO NOT bind or handle Plant Materials with wire or rope.
 6. Pad trunk and branches of Plant Materials whenever using hoisting cables, chains, or straps.
 7. Should the Contractor engage in handling any Plant Material(s) by any unacceptable method(s), the Landscape Architect shall reserve the right to reject any of the mishandled Plant Material(s). The Contractor shall replace rejected Plant Material(s) with approved Plant Material(s), at no additional cost to the Owner.
- C. Delivery: Provide protective covering during delivery. Deliver Plant Material only after preparations for planting have been completed and install immediately. If planting is delayed more than six (6) hours after delivery, set Plant Materials in shade, protect from weather and mechanical damage, and keep roots moist. Anchor plants to prevent damage from winds.
1. Heel-in bare-root Plant Material stock. Soak roots in water for two (2) hours prior to planting.
 2. Set balled Plant Material stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 3. DO NOT remove container-grown Plant Material stock from containers before time of planting.
 4. Water root systems of Plant Material stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.5 FIELD CONDITIONS

- A. Work notification: Notify Architect at least 7 working days prior to installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

1.6 WARRANTY

- A. Warrant plant material to remain alive and be in healthy, vigorous condition for a period of 1 year after completion and acceptance of entire project.
 1. A review of plants will be made by the Architect at Substantial Completion and Final Completion.
- B. Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the Architect, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes such as bark abrasions and misuse of chemicals, due to the Landscape Contractor's negligence. The cost of such replacement(s) is at Landscape Contractor's expense. Warrant all replacement plants for

1 year after installation.

- C. Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, or winds over 75 miles per hour, winter kill caused by extreme cold and severe winter conditions not typical of planting area, acts of vandalism or negligence on the part of the owner.
- D. Remove and immediately replace all plants, as determined by the Architect, to be unsatisfactory during the initial planting installation.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

- A. Immediately upon award of Contract for Work in this Section, Contractor shall locate and purchase or hold for purchase plant material as required.
 - 1. Contractor shall verify with Landscape Architect of Plant Material that has been nursery "contract grown" by the Owner for use of Work under this Contract.
 - 2. Contractor shall review the condition of the Plant Material with Landscape Architect at the nursery maintaining the Plant Material prior to delivery, and when delivered to the Project Site.
- B. Quality: Plant Materials shall have a growth habit typical for each variety and species indicated in the Plant List (as detailed on the Contract Drawings).
 - 1. All Plant Materials specified shall be superior/premium-grade nursery stock, full, densely foliated, symmetrical, with tightly knit branching, so trained or favored in development and appearance in form, number of branches, compactness and symmetry, healthy, and vigorous in growth, as reviewed and determined by the Landscape Architect
 - 2. Plant Materials shall be free from insect pests, eggs and larvae, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, windburn, salt burn, weeds, or other disfigurements or conditions, as reviewed and determined by the Landscape Architect.
 - 3. Plant Material shall be subject per the Arkansas State Department of Agriculture's Regulations for Nursery Inspections of Rules and Grading.
 - 4. Growing Conditions: Plant Materials shall be nursery-grown in accordance with good horticultural practices under climatic conditions similar to those of project unless otherwise specifically authorized.
- C. Container Stock (excluding annuals) shall be grown in boxes or containers in which delivered for at least one (1) growing season, but not over two (2) years. Plant Material grown in boxes or containers shall be cultivated during this time to permit full rooting within the specified box or container to bind the planting soil, but not so long as to create a "root-bound" condition.
 - 1. Plant Material shall be completely free of circling, kinked or girdling trunk surface and center roots, and show no evidence of a pot-bound condition.
 - 2. No boxed nor container Plant Material shall be planted which have cracked or broken balls of earth when separated from their boxes or containers.
 - 3. No Plant Material shall be planted with damaged roots, broken root balls, or which are found to be "root-bound" when separated from their containers.

- D. Pruning:
1. Do not prune Plant Materials unless directed by the Landscape Architect.
 2. Pruning of Plant Material as grown at the nursery shall conform to ANSI A300 Standards.
 3. Consult with Landscape Architect for pruning Plant Materials after delivery and installation.
- E. Measurements: Measure Plant Material according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes.
1. Take caliper measurement at a point on the trunk six-inches (6") above natural ground line for trees up to four-inches (4") in caliper (at a point twelve-inches (12") above the natural ground line for trees over four-inches (4") in caliper).
 - a. Measure foliage across mean foliage dimension when branches are in their normal upright position.
 - b. For trees to be supplied in "raised up" condition, foliage origin along main trunk shall be measured from soil line after installation.
 - c. Height and spread dimensions specified refer to main body of plant and not branch tip to tip. Properly trimmed plants shall measure the same in any direction. If a plant is unevenly grown, it shall be classified in the size category of the smallest dimension.
 2. Size Range: If a range of size is given, do not use Plant Materials less than the minimum size. The measurements specified are the minimum size acceptable and are the measurements after pruning, where pruning is required. Plant Materials that meet the measurements specified, but do not possess a normal balance between height and spread shall be rejected.
- F. Field Dug Stock: Prior to digging of field-grown Plant Materials, ensure that excess loose fill resulting from cultivation around trunks/stems and over roots be removed down to natural finish grade at crown of Plant Materials. During digging, verify that size of tree spade or other equipment is adequate to encompass the actively growing root zone of all Plant Materials. Plant Materials which, after digging, show mostly large fleshy roots and few fibrous roots, will be rejected.
- G. Condition of Root Systems: Plant Materials must prove to be completely free of circling, kinked or girdling trunk surface and center roots and show no evidence of a root-bound condition. Upon inspection by Landscape Architect at the job site, if five-percent (5%) or more of the plants of each species are found to contain kinked, circling or girdling roots, all plants of that species shall be rejected.
- H. Unacceptable Trees: Trees that have damaged, broken, pruned, or crooked leaders will be rejected. Trees having a main leader shall not have been headed back. Trees with abrasions of the bark, sunscalds, disfiguring knots, or fresh cuts of limbs over 3/4 in. which have not completely callused will be rejected.

2.2 TREES

- A. Shade and Flowering Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required, subject to review and acceptance by the Landscape Architect. Container-grown trees will be acceptable and shall be subject to meeting ANSI Z60.1 limitation for

container stock.

1. Branching Height: 1/2 of tree height, unless otherwise indicated on Contract Drawings.
- B. Small Trees: Small upright or spreading type, branched, or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, subject to review and acceptance by the Landscape Architect. Container-grown trees will be acceptable and shall be subject to meeting ANSI Z60.1 limitation for container stock.
1. Form: As indicated on the Contract Drawings for individual selected species.
- C. Field Dug Specimen Trees:
1. Form and Size: As specified on the Contract Documents for height, spread, and/or caliper, subject to review and acceptance by the Landscape Architect at the supplying nursery prior to delivery and installation. Provide superior quality, full, symmetrical, well-rooted, upright, spreading, with well-balanced crown.
 2. Throughout the duration of excavation, transport, delivery, storage, and installation, all Field Dug Specimen Trees shall have their root balls remain moist, firm and intact, with no damage. Provide metal cages, as required, to insure root ball stability. Any tree that exhibits a broken, damaged, or dry root ball at any time under the Contract shall be subject to immediate rejection by the Landscape Architect.

2.3 SHRUBS

- A. Form and Size: Shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of Shrub, subject to review and acceptance by the Landscape Architect. Container-grown Shrubs will be acceptable in lieu of balled and burlapped.
1. Container-grown Shrubs shall be subject to meeting ANSI Z60.1 limitations for container stock, and other requirements as indicated on the Contract Drawings.

2.4 CONIFEROUS EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, well-rooted, coniferous evergreens, of type, height, spread, and shape required, subject to review and acceptance by the Landscape Architect.
1. Boxed or container-grown coniferous evergreens will subject to meeting ANSI Z60.1 limitations for container stock, and other requirements as indicated on the Contract Drawings.

2.5 BROADLEAF EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, well-rooted , broadleaf evergreens, of type, height, spread, and shape required, subject to review and acceptance by the Landscape Architect.

1. Container-grown broadleaf evergreens shall be subject to meeting ANSI Z60.1 limitations for container stock, and other requirements as indicated on the Contract Drawings.

2.6 GROUNDCOVERS

- A. Provide ground covers full, established, and well-rooted in removable flats, containers, or integral peat pots, and with not less than the minimum number and length of runners required by ANSI Z60.1 for the container size indicated, and other requirements as indicated on the Contract Drawings, subject to review and acceptance by the Landscape Architect.

2.7 NATIVE GRASSES AND PLUGS

- A. Form and Size: High-quality, established, full, well-balanced, well-rooted, of type, height, spread, and shape required, subject to review and acceptance by the Landscape Architect.
 1. Container-grown stock shall be subject to meeting ANSI Z60.1 limitations for container stock.

2.8 PERMANENT SEEDING

- A. Quantity/Weight per plans. An approved combination of Wildflower Seeds and Native Grass seed shall be supplied as custom mixes identified within the Construction Documents. Procure local genotype seed when and if available. Seed must be collected by lawful means and must come from a similar geographic region.
- B. Erosion Control Blankets for slopes greater than or equal to 3:1:
 1. Bio-D-Mat 40 by Rolanka International, Inc. or approved equal.

2.9 PLANT LIST

- A. The plant list including quantities is located on the plans and is for reference only. It is the responsibility of the contractor to determine total quantities in conformance with the plans. Height of plants specified and height of lowest branches of trees is above soil line.

PART 3 - EXECUTION

3.1 INSPECTION

- A. No work under this section shall commence until submittals under this section have been reviewed accordingly by the Landscape Architect.
- B. Prior to commencing Work under this Section, Contractor shall examine previously installed Work from other trades and verify that such Work is complete and to the point where Work herein may commence properly. Do not proceed with Work until unsatisfactory conditions have been corrected.

- C. Installation practices of the Plant Materials shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practices, as judged by the Landscape Architect.
 - 1. Soil moisture levels prior to planting shall be no less than seventy-five-percent (75%) of field capacity. The determination of adequate soil moisture for planting shall be in the sole judgment of the Landscape Architect, and their decision shall be final.
 - a. If the soil moisture level is found to be insufficient for planting installation, planting pits shall be filled with water and allowed to drain before commencing planting operations.
 - b. Any planting area that may become compacted in excess of eighty-five-percent (85%) relative compaction (due to construction operations or other activities during the Contract) shall be tilled and thoroughly cross-ripped to a minimum depth of nine-inches (9") to alleviate the condition, taking care to avoid all existing subsurface utilities, drainage, etc.
 - c. Do not commence planting installation prior to acceptance of Section 329113 –Soil Preparation.
- D. Contractor shall notify the Landscape Architect, in writing, on the anticipated commencement date and length of duration of the landscape installation.
- E. Preparation of Planting Installation: Lay out individual Plant Material locations and areas for multiple plantings. Stake locations, outline areas, and gain the Landscape Architect's acceptance prior to commencing physical planting installation.
- F. At the discretion of the Landscape Architect, Contractor shall make field adjustments to the planting layout, as required, per the direction of the Landscape Architect. Layout changes made accordingly shall be performed at no additional cost to the Owner.
- G. No more Plant Materials shall be distributed in the planting area on any day than can be installed and watered on that day. Plant Materials shall be planted and watered immediately after the removal of their containers, as applicable.
- H. Contractor shall protect existing and new improvements and systems installed prior to planting installation. Maintain protection in place until completion of Work and Landscape Establishment Period.
- I. Finish Grades for planting areas shall have been established (per Section 31 22 19 – Landscape Grading) prior to Work under this Section. Verify that grades are within one-inch plus or minus (1"+/-) of the required finish grade, and that all proper soil amendments and fertilizers have been furnished and installed accordingly as specified (per Section 329113 – Soil Preparation).
 - 1. Maintain positive surface drainage of all planted areas throughout the duration of the Contract.
- J. Pre-Planting: Where Plant Materials are to be pre-planted to permit site improvements to be installed around them, Contractor shall be responsible for the accurate layout and placement of those Plant Materials, as measured to their centerlines. Confirm designated pre-planting operations with Landscape Architect prior to commencing Work. Contractor shall also be responsible for the protection of pre-planted Plant Materials while other Work is taking place around them. Provide automated irrigation, as necessary, prior to installation and functioning of irrigation systems (per Section 32 84 00 – Irrigation)

Systems).

3.2 EXCAVATION FOR PLANT MATERIALS

- A. General: Upon completion of applicable pre-planting soil preparation requirements indicated in Section 32 91 13 – Soil Preparation, excavate planting hole(s) for Plant Material with scarified vertical sides, with the bottom of the excavated hole slightly raised and compacted at the center to assist drainage and to minimize settlement of the Plant Material. Excavate holes according to the spacing alignment (i.e. hedge spacing, grid spacing, triangular spacing, etc.) and the on-center (O.C.)
- B. Planting areas that have not been excavated prior to planting.
 - 1. Plug Plant Material:
 - a. Excavate at least four-inches (1") wider than the perimeter of the plug, and deep enough to allow setting of the roots on a compacted layer of native planting soil, where the top of the plant's root collar is one half-inch (1/2") higher than finished grade or as further directed by the Landscape Architect
 - 2. Balled and Burlap Plant Material:
 - a. Excavate the planting hole to the width and depth indicated in the Contract Drawings. Depth of the planting hole includes the depth indicated for the compacted setting layer at the bottom of the excavation, where the top of the plant's root collar is two-inch (2") higher than finished grade or as further directed by the Landscape Architect
 - b. Compacted Setting Layer: Provide a crown of a minimum six-inch (6") depth of native planting soil.
 - 3. Container-Grown Plant Material:
 - a. Excavate the planting hole to the width and depth indicated on the Contract Drawings. Depth of the planting hole includes the depth indicated for the compacted setting layer at the bottom of the excavation, where the top of the plant's root collar is two-inch (2") higher than finished grade or as further directed by the Landscape Architect:
 - b. Compacted Setting Layer: Provide a crown of a minimum six-inch (6") depth of native planting soil.
 - 4. Field Grown/Specimen Trees:
 - a. Excavate the planting hole to the width and depth indicated on the Contract Drawings. Depth of the planting hole includes the depth indicated for the compacted setting layer at the bottom of the excavation, where the top of the plant's root collar is three-inch (3") higher than finished grade or as further directed by the Landscape Architect
 - b. Compacted Setting Layer: Provide a crown of a minimum six-inch (6") depth of native planting soil.
 - c. In areas where special subsurface drainage for planting is indicated, tie drainage pipes, as required, into the drain system.
 - d. Excavate planting hole at 3x the diameter of the rootball.
 - 5. Permanent Seeding

- a. Lightly scarify existing topsoil and place seed directly on existing soil.
 - b. When existing topsoil has been removed during grading operations, place a minimum of two-inches (2") of topsoil (Reference Section 32 91 13) to provide an acceptable seeding substrate.
- C. Obstructions: Notify the Landscape Architect immediately if unexpected rock, debris, contaminants, obstructions, or other items that are detrimental to the healthy sustained growth of Plant Material is encountered in the excavation process.
 - 1. Hardpan Layer: If encountered, drill six-inch (6") diameter holes into free-draining strata or to a depth of ten-feet (10'), whichever is less, and backfill with free-draining material.
- D. Drainage: Notify the Landscape Architect if subsoil conditions show evidence of unexpected water seepage or retention in planting holes.
- E. Time of planting:
 - 1. Evergreen material: Plant evergreen materials between September 1 and November 1 or in spring before new growth begins. If project requirements require planting at times, other than winter months, plants shall be sprayed with anti-desiccant prior to planting operations.
 - 2. Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.

3.3 INSTALLATION

- A. Plug Plant Material: Set Plug Plant Material plumb and in center of the excavated hole, with top of root structure set properly at the adjacent finish grade as indicated. Set Plug Plant Material in the proper spacing and/or alignment(s) as indicated on the Contract Documents, or as further directed at the Project Site by the Landscape Architect.
 - 1. Thoroughly soak the roots in clean water for a minimum of two (2) hours but no more than four (4) hours to fully hydrate the root mass. Do not soak above the root crown.
 - 2. Carefully place the Plant Material stock on the specified setting layer of compacted native soil, with the top of root mass set approximately one half-inch (1/2") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide an orientation of the Plant Material that is confirmed and acceptable by the Landscape Architect.
 - 3. Prepare the Amended Planting Backfill Mixture: Amend each cubic yard (cu/yd) of native soil excavated from the planting hole by incorporating and thoroughly mixing/blending the following:
 - a. ¼ yard of Bulk Composted Organic Soil Amendment Material (per Section 32 91 13 – Soil Preparation).
 - b. ½ pound of Granular Soil Conditioning Material & Fertilizer (per Section 329113–Soil Preparation).
 - c. Add Mycorrhizal Inoculum to the excavated native soil, (per Section 329113 – Soil Preparation), per the Manufacturer's latest printed instructions.
 - 1) Pending the results of the Agronomic Soil Fertility Report, the Amended Planting Backfill Mixture may be modified accordingly to

include additional soil amendments or fertilizers (gypsum, iron, potash, etc.) or the ratios as indicated in the Mixture indicated above may be modified.

- a) The cost of providing modifications to the Amended Planting Soil Backfill Mixture (as recommended through the Agronomic Soil Fertility Report and as directed by the Landscape Architect) shall be borne by the Contractor.

4. Backfilling the excavated planting hole:

- a. Place the Amended Planting Backfill Mixture around the Plant Material root mass in the excavated planting hole. Place the Mixture in six-inch (6") lifts, tamping each lift accordingly to settle the Mixture and eliminate voids and air pockets.
- b. Maintain the Plant Material plumb while working the Mixture around the root mass. When the planting hole is approximately half-backfilled, water thoroughly before placing the remainder of the Mixture.
- c. Add the Fertilizer Tablets and other amendments, (per Section 329113 – Soil Preparation) as required, at the prescribed application rates (as indicated per Section 329113 – Soil Preparation) or if not indicated, per the Manufacturer's latest printed instructions.
- d. Place the final layers of the Amended Planting Backfill Mixture, tamping accordingly, to the top of the root mass.
- e. Dish and tamp top of the Mixture to form a three-inch (3") deep watering basin centered on the Plant Material's trunk to the rim width of the planting hole.
- f. Thoroughly mix together water and Plant Vitamin/Hormone Stimulant in application ratio as recommended by Stimulant Manufacture . Apply liquid matrix in sufficient quantity to thoroughly saturate the basin to settle the Mixture, and to eliminate voids and air pockets. Should any portions of the root mass be exposed, add additional Mixture as needed to thoroughly cover the root mass.

5. Mulching: Apply mulch evenly at 1" at all plug installation locations.

B. Balled and Burlapped Plant Material: Set the Balled and Burlapped Plant Material plumb and in center of the excavated hole, with top of the root ball raised above adjacent finish grade as indicated. Set Balled and Burlapped Plant Material in the proper spacing and/or alignment(s) as indicated on the Contract Documents, or as further directed at the Project Site by the Landscape Architect.

1. Carefully place the Balled and Burlapped Plant Material stock on the specified setting layer of compacted native soil, with the top of root ball set two-inch (2") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide the orientation of the Plant Material that is confirmed and accepted by the Landscape Architect. During the process of determining an acceptable orientation of the Plant Material, handle the Plant Material by its root ball; avoid handling the Plant Material by its trunk.
2. Once orientation is accepted, carefully remove the burlap and wire baskets from the tops of the root ball and partially from the sides, but do not remove from under the root ball. Do not damage the root ball or any part of the plant. Plant Material shall be rejected if the root ball is cracked or broken before or during the planting operation.
3. Prepare the Amended Planting Backfill Mixture: Amend each cubic yard (cu/yd) of native soil excavated from the planting hole by incorporating and thoroughly

mixing/blending the following:

- a. ¼ yard of Bulk Composted Organic Soil Amendment Material (per Section 32 91 13 – Soil Preparation).
- b. ½ pound of Granular Soil Conditioning Material & Fertilizer (per Section 32 91 13– Soil Preparation).
- c. Add Mycorrhizal Inoculum to the excavated native soil, (per Section 32 91 13 –Soil Preparation), per the Manufacturer's latest printed instructions.

4. Backfilling the excavated planting hole:

- a. Place the Amended Planting Backfill Mixture around the root ball in the excavated planting hole. Place the Mixture in six-inch (6") lifts, tamping each lift accordingly to settle the Mixture and eliminate voids and air pockets.
- b. Maintain the plant plumb while working the Mixture around the root ball. When the planting hole is approximately half-backfilled, water thoroughly before placing the remainder of the Mixture.
- c. Add the Fertilizer Tablets and other amendments, (per Section 32 91 13 – Soil Preparation) as required, at the prescribed application rates indicated herein this Article or if not indicated, per the Manufacturer's instructions.
- d. Place the final layers of the Mixture, tamping accordingly, to the top of the root ball. Do not place the Mixture on top of the root ball. Pull soil away and exposed root flare. Ensure root flare is planted above finished grade.
- e. Dish and tamp top of the Mixture to form a three-inch (3") deep watering basin centered on the Plant Material's trunk to the rim width of the planting hole. Do not cover the top of the root ball with the backfill mixture.
- f. Thoroughly mix water and Plant Vitamin/Hormone Stimulant in application ratio as recommended by Stimulant Manufacture. Apply liquid matrix in sufficient quantity to thoroughly saturate the basin to settle the Mixture, and to eliminate voids and air pockets. Should any portions of the root mass be exposed, add additional Mixture as needed to thoroughly cover the root mass.

5. Mulching: Apply mulch in watering basins as indicated on the Contract Drawings.

6. Wrapping:

- a. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
- b. Wrap trunks of all trees as directed spirally from bottom to top with specified tree wrap and secure in place.
- c. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
- d. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.

7. Staking/guying:

- a. Stake/guy all trees immediately after each tree planting.
- b. Stake all trees and all multi-trunk trees.
- c. Flag or color all cables.
- d. All work shall be acceptable to the Landscape Architect.

- C. Container-Grown and Ball and Burlap Plant Material: Set Plant Material plumb and in the center of the excavated planting hole, with top of the root ball raised above adjacent finish grade as indicated. Set Plant Material in the proper spacing and/or alignment(s) as

indicated on the Contract Documents, or as further directed at the Project Site by the Landscape Architect.

1. For plastic container stock (4" pot, 1-gallon, 5-gallon, 15-gallon, etc.), carefully remove the plant container prior to setting the plant in the excavated hole so as not to damage root ball. Tip container to horizontal position and shake carefully to remove Plant Material. Support root ball during installation to prevent cracking or shedding of soil.
2. Set the Plant Material stock on the specified setting layer of compacted native soil, with the top of root ball set one-inch (1") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide the orientation of the Plant Material that is confirmed and accepted by the Landscape Architect. During the process of determining an acceptable orientation of the plant material, carefully handle the Plant Material by its container; avoid handling the Plant Material by its trunk.
 - a. Plant Material with a damaged root ball upon removal of the container, or if the root ball fails to thoroughly hold the soil as it is removed from the container, or if the plant is mishandled or damaged during planting operations, shall be rejected.
3. For Ball and Burlap stock, carefully set whole root ball of the Plant Material stock on the specified setting layer of compacted native soil, with the top of root ball set two-inch (2") above the finished grade to allow for settlement of the Plant Material within the excavated planting hole. Provide the orientation of the Plant Material that is confirmed and accepted by the Landscape Architect. During the process of determining an acceptable orientation, carefully handle the Plant Material by its basket; avoid handling the Plant Material by its trunk or branches. Once orientation is accepted, remove 1/3 of the wire basket so as not to damage the root ball or any part of the plant. Do not remove the bottom of the wire basket. Discard top 1/3, do not bend back or bury.
 - a. Plant Material with a damaged root ball upon placing/planting, or if the root ball fails to thoroughly hold the soil as it is planted, or if the plant is mishandled or damaged during planting operations, shall be rejected.
4. Prepare the Amended Planting Backfill Mixture: Amend each cubic yard (cu/yd) of native soil excavated from the planting hole by incorporating and thoroughly mixing/blending the following:
 - a. ¼ yard of Bulk Composted Organic Soil Amendment Material (per Section 32 91 13 – Soil Preparation).
 - b. ½ pound of Granular Soil Conditioning Material & Fertilizer (per Section 32 91 13– Soil Preparation).
 - c. Add Mycorrhizal Inoculum to the excavated native soil, (per Section 32 91 13 –Soil Preparation), per the Manufacturer's latest printed instructions.
 - 1) Pending the results of the Agronomic Soil Fertility Report, the Amended Planting Backfill Mixture may be modified accordingly to include additional soil amendments or fertilizers (gypsum, iron, potash, etc.) or the ratios as indicated in the Mixture indicated above may be modified.
 - a) The cost of providing modifications to the Amended Planting Soil Backfill Mixture (as recommended through the Agronomic Soil Fertility Report and as directed by the Landscape

Architect) shall be borne by the Contractor.

5. Backfilling the excavated planting hole:
 - a. Place the Amended Planting Backfill Mixture around the root ball in the excavated planting hole. Place the Mixture in six-inch (6") lifts, tamping each lift accordingly to settle the Mixture and eliminate voids and air pockets. Foot tamp the backfill, as required.
 - b. Maintain the plant plumb while working the Mixture around the root ball. When the planting hole is approximately half-backfilled, water thoroughly before placing the remainder of the Mixture.
 - c. Add the Fertilizer Tablets and other amendments (per Section 32 91 13 – Soil Preparation) as required, at the prescribed application rates indicated herein this Article or if not indicated, per the Manufacturer's instructions.
 - d. Place the final layers of the Mixture, tamping accordingly, to the top of the root ball. Do not place the Mixture on top of the root ball.
 - e. Dish and tamp top of the Mixture to form a three-inch (3") deep watering basin centered on the Plant Material's trunk to the rim width of the planting hole. Do not cover the top of the root ball with the backfill mixture.
 6. Mulching: Apply mulch in watering basins as indicated on the Contract Drawings. Refer to drawings for type and requirements.
 7. Wrapping:
 - a. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
 - b. Wrap trunks of all trees as directed spirally from bottom to top with specified tree wrap and secure in place.
 - c. Overlap 1/2 the width of the tree wrap strip and cover the trunk from the ground to the height of the second branch.
 - d. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least 3 places in addition to the top and bottom.
 8. Staking/guying:
 - a. Stake/guy all trees immediately after each tree planting.
 - b. Stake all trees and all multi-trunk trees.
 - c. Flag or color all cables.
 - d. All work shall be acceptable to the Landscape Architect.
- D. Native Wildflower and Grass Seed Material: Hydroseed per volumes specified within the Construction Documents. Apply native grass and wildflower seed after ground preparation is complete between September 15 and October 15 or February 15 and March 15. Landscape Architect shall be consulted prior to seeding to review preparation and installation.
1. Seed as follow to ensure complete coverage as noted:
 - a. Finish grade with 2" depth (verify with Landscape Architect) of topsoil in areas that receive seed. Eliminate low areas that may hold water.
 - b. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.
 - c. Prior to seeding roll and rake, remove ridges, remove sticks, rubbish, and extraneous matter.

- d. Seed immediately after the preparation of bed. Do not spray outside of seed areas as indicated on the Landscape Plans; protect all areas not scheduled to receive hydroseed.
- e. Allow seed to have direct contact with the topsoil. Do not bury. Roll in seed.
- f. On all slopes 3:1 or greater, erosion control blankets shall be installed over seed areas as indicated on the plans by the Landscape Contractor using biodegradable stakes.
- g. Wood cellulose fiber hydromulch shall be sprayed over seeded areas at the rate of 75 lbs. per 1000 square feet, providing a uniform cover after hydroseed with direct contact with soil. Only provide hydromulch in areas without erosion control blankets.
- h. Remove and clean immediately all hydromulch from walls, trees, shrubs, curbs, pavement, fire hydrants, light and utility poles and other site improvements immediately after hydromulch operation.

3.4 PRUNING AND THINNING OF PLANT MATERIAL

A. Pruning/Thinning of Tree Canopy

- 1. At no time shall Plant Material be pruned, trimmed, thinned, shaped, or topped prior to delivery. Pruning, trimming, thinning, shaping, or topping of Plant Material shall be only conducted on the Project Site, and under the presence and direction of the Landscape Architect or approved Certified Arborist. Plant Material that has been pruned and delivered to the Project Site without prior approval by the Landscape Architect or an approved Certified Arborist will be rejected.

B. When directed by the Landscape Architect or an approved Certified Arborist, Contractor shall prune, thin, and shape plant material, according to standard horticultural practice, to preserve the natural character of the Plant Material.

- 1. Pruning and remedial work shall be done per ANSI A300.
- 2. Prune trees to retain required height and spread. Do not cut tree leaders; remove only injured or dead branches from trees.
- 3. Prune shrubs accordingly to retain natural character.
- 4. Provide pruning, cabling and bracing, irrigation, pest and disease control and other remedial treatments as recommended to assure the long-term health of the trees and existing vegetation, and the safety of persons and property.
- 5. Newly planted trees shall be pruned near the termination of the Landscape Establishment Period, per the direction of the Landscape Architect, as required.

3.5 CLEANING AND PROTECTION

- A. During installation operations, keep Work area in an orderly and safe condition. Contractor shall remove trash caused from his Work on a weekly basis throughout the duration of the Work.
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. Upon completion of his Work under this Section, the Contractor shall remove rubbish, waste, debris, excess construction materials, surplus soil and other items resulting from construction operations and legally dispose of it off the Owner's property.

- D. Scars, ruts, or other marks in the ground caused by the Contractor's Work shall be repaired.
- E. Remove equipment and implements of service and leave the entire Project Site area in a neat, clean, and Owner-approved condition.
- F. Labels: Remove all nursery-type labels, flags, and or identification markings from Plant Materials as directed by the Landscape Architect.

3.6 PLANT MAINTENANCE

- A. Maintain the trees, shrubs, groundcovers, perennials, native grasses until Final Completion of the entire project. Upon Final Completion, the Owner will assume maintenance as recommended by the written maintenance instructions submitted by the Landscape Contractor for Sodded areas only.
- B. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease, and performing other operations as required to establish healthy, viable plantings.
- C. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
- D. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.
- E. Deep-water trees, plants, groundcover, perennial and native grass beds within the first 24 hours of initial planting, and thereafter as required for healthy growth until final acceptance.

3.7 SUBSTANTIAL COMPLETION

- A. An inspection of the trees, shrubs, groundcovers, perennials and native grasses will be made by the Landscape Architect upon request for Application of Substantial Completion by the Landscape Contractor. Provide notification of at least five (5) working days before requested inspection date.

3.8 FINAL COMPLETION

- A. An inspection of the trees, shrubs and ground covers will be made by the Landscape Architect upon request for Final Completion by the Landscape Contractor.

END OF SECTION 329300

SECTION 329400 - HYDROSEEDING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide seeded lawns as shown and specified. The work includes:

1. Soil preparation.
2. Hydroseeding
3. Maintenance.

1.2 QUALITY ASSURANCE

A. Provide and pay for materials testing. Testing agency shall be acceptable to the owner.

B. Provide the following data:

1. Test representative material samples proposed for use.
2. Topsoil:
 - a. pH factor.
 - b. Mechanical analysis.
 - c. Percentage of organic content.
 - d. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.

1.3 SUBMITTALS

A. Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, 100% PLS, germination, and weed seed for each grass species as indicated on plans.

B. Submit the following material samples:

1. Seed
2. Hydromulch

C. Submit the following materials certification:

1. Fertilizer(s) analysis
2. Tackifier
 - a. Submit materials test report.

D. Upon seeded lawn review, submit written maintenance instructions recommending procedures for maintenance of seeded lawns.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.

1.5 PROJECT CONDITIONS

- A. Work notification: Notify Owner at least 7 working days prior to start of seeding operations.
- B. Protect existing utilities, paving, and other facilities from damage caused by seeding operations.
- C. Perform seeding work only after planting and other work affecting ground surface has been completed.
- D. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.
- E. Provide water, hose and lawn watering equipment as required.

1.6 WARRANTY

- A. Provide a uniform stand of grass by watering, mowing, and maintaining seeded areas until final acceptance. Reseed areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are reviewed by the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Lawn seed: Fresh, clean, and new crop seed mixture.
 - 1. Hydromulched Common Bermuda grass seed (*Cynodon dactylon*) shall be high quality, extra fancy, hulled and treated lawn type seed, at 98% purity and 85% germination, delivered to site in original and unopened containers meeting all requirements of the Arkansas State Seed Law.
 - 2. Hydromulched Annual Rye shall be of high quality, extra fancy, hulled and treated lawn type seed, at 98% purity and 90% germination, meeting all requirements of the Arkansas State Seed Law.
 - 3. Hydromulched Browntop Millet shall be of high quality, extra fancy, hulled and treated lawn type seed, at 98% purity and 90% germination, meeting all requirements of the Arkansas State Seed Law
 - 4. Noxious weed shall not exceed 1/2 per cent by weight of the total pure alive seed and other material in the mixture. Containers containing Johnson grass, nutgrass or other noxious weed seed shall be rejected.
- B. Fertilizer: Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.

1. Type A: Starter fertilizer containing 20% nitrogen, 26% phosphoric acid, and 6% potash by weight, or similar approved composition.
 2. Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight or similar approved composition.
- C. Wood cellulose fiber mulch: Degradable green dyed wood cellulose fiber or 100% recycled long fiber pulp, free from weeds or other foreign matter toxic to seed germination and suitable for hydromulching.
- D. Tackifier: Liquid concentrate diluted with water forming a transparent 3 dimensional film like crust permeable to water and air and containing no agents toxic to seed germination.
- E. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by contractor.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start seeding work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Limit preparation to areas which will be immediately seeded.
- B. Loosen topsoil of lawn areas to minimum depth of 4". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.
- D. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

3.3 INSTALLATION

- A. Hydroseed as follows to ensure complete coverage as noted:
1. Seed:
 - a. Bermuda seed – 6 lbs per 1000 square feet.
 - 1) Seeding completed between April 01 and September 30th.
 - b. Annual Rye seed – 6 lbs per 1000 square feet.
 - 1) Seeding completed between October 1 and March 30th.
 2. Wood Cellulose fiber hydromulch – 75 lbs. per 1000 square feet. Spray after seed is placed ensuring direct contact with soil. Only provide wood cellulose fiber mulch

- in areas without erosion control blankets.
3. Erosion control blankets on all slopes 3:1 or greater:
- a. BioD-Mat 40 – Rolanka International, Inc. or approved equal.
- B. Seed all grass areas, unless otherwise indicated, within limit of construction and areas adjoining seeding limit of construction as a result of seeding operation.
- C. Seed immediately after preparation of bed. Do not spray outside of lawn areas; protect all areas not scheduled to receive hydroseed.
- D. Remove and clean immediately all hydromulch from walls, trees, shrubs, curbs, pavement, fire hydrants, light and utility poles and other site improvements immediately after hydromulch operation.
- E. Hydromulch shall be sprayed over the tilled soil providing a uniform cover.
- F. Should Annual Rye grass be seeded, the Contractor shall return to the site on a date as approved by Owner, to remove by mowing to the ground all traces of the Annual Rye. The Landscape Contractor shall then prepare the area for seeding as specified in Part 3.2 of this section. Immediately thereafter, hydroseed and establish the Grass as specified.
- G. The Owner and Landscape Architect shall be consulted prior to seeding to review hydroseeding installation.

3.4 MAINTENANCE

- A. Maintain the seeded lawns until Substantial Completion of the entire project. Upon Substantial Completion, the Owner will assume lawn maintenance as recommended by the written maintenance instructions submitted by the Landscape Contractor.
- B. Water 2 times a week or as required to maintain adequate surface soil moisture for proper seed germination. Continue watering or as required for not less than 30 days. Thereafter apply 1/2" of water twice weekly or as required until acceptance.
- C. Repair, rework, and re-seed all areas that have washed out, are eroded, or do not catch.
- D. Maintain seeded banks, ditches, medians, and fields to the extent of establishment only. Re-grade and re-seed washed out or eroded areas as required until a suitable cover is established.

3.5 SUBSTANTIAL COMPLETION

- A. An inspection of the seeded lawns will be made by the Owner upon request for Application of Substantial Completion by the Landscape Contractor. Provide notification at least five (5) working days before requested inspection date.

3.6 FINAL COMPLETION

- A. An inspection of the seeding will be made by the Owner upon request for Final Completion. Provide notification of at least five (5) working days before requested

inspection date. Seeded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, uniform, close stand of the specified grass is established free of weeds, undesirable grass species, disease, and insects.

- B. No individual lawn areas shall have bare spots or unacceptable cover totaling more than 2% of the individual areas, in areas requested to be inspected.

3.7 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operation.

END OF SECTION 329400

SECTION 330500 - COMMON WORK RESULTS FOR UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Piping joining materials.
 - 2. Dielectric fittings.
 - 3. Sleeves.
 - 4. Identification devices.
 - 5. Grout.
 - 6. Piping system common requirements.
 - 7. Concrete bases.
 - 8. Metal supports and anchorages.

1.2 DEFINITIONS

- A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.
- B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Dielectric fittings.
 - 2. Identification devices.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.5 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Steel Piping Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
 - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
 - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

- C. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
 - 1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness, unless otherwise indicated.
 - a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
 - b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
 - 2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.
- B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- D. Solder Filler Metals: ASTM B32, lead-free alloys. Include water-flushable flux according to ASTM B813.
- E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.
- F. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
- G. Solvent Cements for Joining Plastic Piping:
 - 1. ABS Piping: ASTM D2235.
 - 2. CPVC Piping: ASTM F493.
 - 3. PVC Piping: ASTM D2564. Include primer according to ASTM F656.
 - 4. PVC to ABS Piping Transition: ASTM D3138.
- H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

2.2 DIELECTRIC FITTINGS

- A. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.
- B. Dielectric Unions:
 - 1. Description: Factory fabricated, union, NPS 2 and smaller:

- a. Pressure Rating: 250 psig at 180 deg F.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.
- C. Dielectric Flanges:
 - 1. Description Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 4 and larger:
 - a. Pressure Rating: 300 psig.
 - b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.
- D. Dielectric Couplings:
 - 1. Description Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, NPS 3 and smaller:
 - a. Pressure Rating: 300 psig at 225 deg F.
 - b. End Connections: Threaded.
- E. Dielectric Nipples:
 - 1. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.
 - a. Pressure Rating: 300 psig at 225 deg F.
 - b. End Connections: Threaded or grooved.

2.3 SLEEVES

- A. Mechanical sleeve seals for pipe penetrations are specified in Section 220500 "Common Work Results for Plumbing."
- B. Galvanized-Steel Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
- C. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, galvanized, plain ends.
- D. Cast-Iron Sleeves: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- E. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.
- F. PVC Pipe Sleeves: ASTM D1785, Schedule 40.
- G. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

2.4 IDENTIFICATION DEVICES

- A. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or

stamped.

1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
 2. Location: Accessible and visible.
- B. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.
- C. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.
- D. Pipes with OD, including Insulation, Less than 6 inches:
1. Full-band pipe markers, extending 360 degrees around pipe at each location.
- E. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers, extending 360 degrees around pipe at each location.
- F. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.
- G. Pipes with OD, including Insulation, 6 inches and Larger:
1. Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.
- H. Lettering:
1. Use piping system terms indicated and abbreviate only as necessary for each application length.
 - a. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.
- I. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils thick.
1. Width: 1-1/2 inches on pipes with OD, including insulation, less than 6 inches; 2-1/2 inches for larger pipes.
 2. Color: Comply with ASME A13.1, unless otherwise indicated.
- J. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch sequenced numbers. Include 5/32-inch hole for fastener.
1. Material:
 - a. 0.032-inch-thick, aluminum.
 - b. 0.0375-inch-thick stainless steel.
 - c. 3/32-inch-thick plastic laminate with 2 black surfaces and a white inner layer.
 - d. Valve manufacturer's standard solid plastic.
 2. Size: 1-1/2 inches in diameter, unless otherwise indicated.

3. Shape: As indicated for each piping system.
- K. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.
- L. Engraved Plastic-Laminate Signs: ASTM D709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.
1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.
 2. Thickness:
 - a. 1/8 inch unless otherwise indicated.
 - b. 1/16 inch for units up to 20 sq. in. or 8 inches in length, and 1/8 inch for larger units.
 3. Fasteners: Self-tapping, stainless steel screws or contact-type permanent adhesive.
- M. Plastic Equipment Markers: Manufacturer's standard laminated plastic, in the following color codes:
1. Green: Cooling equipment and components.
 2. Yellow: Heating equipment and components.
 3. Brown: Energy reclamation equipment and components.
 4. Blue: Equipment and components that do not meet criteria above.
 5. Hazardous Equipment: Use colors and designs recommended by ASME A13.1.
 6. Terminology: Match schedules as closely as possible. Include the following:
 - a. Name and plan number.
 - b. Equipment service.
 - c. Design capacity.
 - d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.
 7. Size: 2-1/2 by 4 inches for control devices, dampers, and valves; 4-1/2 by 6 inches for equipment.

2.5 GROUT

- A. Description: ASTM C1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
1. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 2. Design Mix: 5000-psi, 28-day compressive strength.
 3. Packaging: Premixed and factory packaged.

2.6 CLEANOUTS

- A. Cast-Iron Cleanouts for Main Lines:

1. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug.
 2. Top-Loading Classification(s): Heavy Duty and Extra-Heavy Duty.
 3. Sewer Pipe Fitting and Riser to Cleanout: ASTM A 74, Service class, cast-iron soil pipe and fittings.
- B. Cast-Iron Cleanouts for RV Stalls:
1. Description: 4" RV Female Footloose Sewer Cap (White), Enviro Design Products or equal. Submit shop drawing.
 2. Sewer Pipe Fitting and Riser to Cleanout: Schedule 40 PVC

PART 3 - EXECUTION

3.1 DIELECTRIC FITTING APPLICATIONS

- A. Dry Piping Systems: Connect piping of dissimilar metals with the following:
1. NPS 2 (DN 50) and Smaller: Dielectric unions.
 2. NPS 2-1/2 to NPS 12 (DN 65 to DN 300): Dielectric flanges or dielectric flange kits.
- B. Wet Piping Systems: Connect piping of dissimilar metals with the following:
1. NPS 2 (DN 50) and Smaller: Dielectric couplings or dielectric nipples.
 2. NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Dielectric nipples.

3.2 INSTALLATION OF PIPING

- A. Install piping according to the following requirements and utilities Sections specifying piping systems.
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.
- C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.
- D. Install piping to permit valve servicing.
- E. Install piping at indicated slopes.
- F. Install piping free of sags and bends.
- G. Install fittings for changes in direction and branch connections.
- H. Select system components with pressure rating equal to or greater than system operating pressure.

- I. Sleeves are not required for core-drilled holes.
- J. Permanent sleeves are not required for holes formed by removable PE sleeves.
- K. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of equipment areas or other wet areas 2 inches above finished floor level.
 - 2. Install sleeves in new walls and slabs as new walls and slabs are constructed.
 - a. Pipe Sleeves: PVC. For pipes smaller than NPS 6.
 - b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.
- L. Verify final equipment locations for roughing-in.
- M. Refer to equipment specifications in other Sections for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and utilities Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- E. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.
- F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- G. Grooved Joints: Assemble joints with grooved-end pipe coupling with coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.
- H. Soldered Joints: Apply ASTM B813 water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B828 or CDA's "Copper Tube Handbook,"

using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B32.

- I. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.
- J. Pressure-Sealed Joints: Assemble joints for plain-end copper tube and mechanical pressure seal fitting with proprietary crimping tool to according to fitting manufacturer's written instructions.
- K. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. ABS Piping: Join according to ASTM D2235 and ASTM D2661 appendixes.
 - 3. CPVC Piping: Join according to ASTM D2846/D2846M Appendix.
 - 4. PVC Pressure Piping: Join schedule number ASTM D1785, PVC pipe and PVC socket fittings according to ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D2855.
 - 5. PVC Nonpressure Piping: Join according to ASTM D2855.
 - 6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D3138Appendix.
- L. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D3139.
- M. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D3212.
- N. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D2657.
 - 1. Plain-End PE Pipe and Fittings: Use butt fusion.
 - 2. Plain-End PE Pipe and Socket Fittings: Use socket fusion.
- O. Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
 - 1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
 - 2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
 - 3. Install dielectric fittings at connections of dissimilar metal pipes.

3.5 INSTALLATION OF EQUIPMENT

- A. Install equipment level and plumb, unless otherwise indicated.
- B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference

with other installations. Extend grease fittings to an accessible location.

- C. Install equipment to allow right of way to piping systems installed at required slope.

3.6 IDENTIFICATION

- A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.
 - 1. Stenciled Markers: According to ASME A13.1.
 - 2. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.
 - 3. Locate pipe markers on exposed piping according to the following:
 - a. Near each valve and control device.
 - b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.
 - c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.
 - d. At manholes and similar access points that permit view of concealed piping.
 - e. Near major equipment items and other points of origination and termination.
- B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of equipment.
 - 1. Lettering Size: Minimum 1/4 inch high for name of unit if viewing distance is less than 24 inches, 1/2 inch high for distances up to 72 inches , and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.
 - 2. Text of Signs: Provide name of identified unit. Include text to distinguish among multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
- C. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

3.7 CONCRETE BASES

- A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.
 - 1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
 - 2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of base.
 - 3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
 - 4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 5. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Section 033000 "Cast-in-Place Concrete."

3.8 ERECTION OF METAL SUPPORTS AND ANCHORAGES

- A. Refer to Section 055000 "Metal Fabrications" for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor piped utility materials and equipment.
- C. Field Welding: Comply with AWS D1.1/D1.1M.

3.9 GROUTING

- A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placement of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases and provide smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout.

3.10 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
 2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.
 3. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic service areas.
 4. Use Extra-Heavy-Duty, top-loading classification cleanouts in roads.
- B. Set cleanout frames and covers in earth in cast-in-place-concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

END OF SECTION 330500

SECTION 334111 - STORM DRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Storm drainage piping.
2. Accessories.
3. Underground pipe markers.

B. Related Sections:

1. Section 31 2000 – Earthwork: Backfill and compaction for structures and storm piping.
2. Section 31 2116 - Trenching: Execution requirements for trenching required by this section.
3. Section 32 0523 - Concrete for Exterior Improvements: Concrete type for catch basin base pad construction.
4. Section 33 0513 - Manholes and Structures.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
2. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
3. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
4. ASTM C443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
5. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
6. ASTM C924 - Standard Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method.
7. ASTM C969 - Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
8. ASTM C1103 - Standard Practice for Joint Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
9. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
10. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
11. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-

- Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
- 12. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- 13. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
- 14. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- 15. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
- 16. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
- 17. ASTM D6938 - 10 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- 18. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- 19. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.3 SUBMITTALS

- A. Product Data: Submit data indicating pipe, pipe accessories, and appurtenances.
- B. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents:
 - 1. Accurately record actual locations of pipe runs, connections, catch basins, structures, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with the City of Marion's applicable standards requirements.

1.6 COORDINATION

- A. Coordinate the Work with termination of storm sewer connection outside building, trenching, and to the connection to municipal storm sewer utility service.

PART 2 - PRODUCTS

2.1 STORM DRAINAGE PIPING

- A. Polyethylene Pipe:

1. Piping and fittings shall be ADS N-12 ST IB pipe as manufactured by Advanced Drainage Systems (ADS) of Hilliard, OH, or equal.
2. Piping and fittings shall have a smooth interior and annular exterior corrugations.
3. Pipe shall be manufactured in accordance with AASHTO M252, Type S or SP for 4-inch through 10-inch diameter, and AASHTO M294 or ASTM F2306 for 12-inch through 60-inch diameter.
4. Pipe shall be joined using a bell and spigot joint meeting AASHTO M252, AASHTO M294 or ASTM F2306. The joint shall be soil-tight and gaskets shall meet the requirements of ASTM F477.
5. Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of AASHTO M252, AASHTO M294 or ASTM F2306.
6. Virgin material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch diameters, or 435400C for 12- through 60-inch diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch virgin pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.

B. Perforated Pipe for Underdrains:

1. Piping and fittings shall be perforated ADS single wall corrugated HDPE pipe as manufactured by Advanced Drainage Systems (ADS) of Hilliard, OH, or equal.
2. Perforations shall be Type B pattern as specified by ADS. Contractor shall obtain approval if perforation pattern other than Type B is to be used.
3. Perforated pipe shall be wrapped in geotextile fabric. Fabric shall be 4-oz non-woven geotextile fabric, Mirafi 140N or equivalent.

C. Reinforced Concrete Pipe:

1. Reinforced concrete pipe and flared-end sections: ASTM C 76, Type III, tongue and groove joints.
2. Joint material: cold-applied preformed plastic gasket type sealant conforming to ASTM C 443.

2.2 ACCESSORIES

- A. Filter Fabric: Non-biodegradable, non-woven, 6 oz minimum weight.
- B. Grout: Specified in Section 320523.

2.3 UNDERGROUND PIPE MARKERS

- A. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering, imprinted with "Storm Sewer Service" in large letters.

2.4 CATCH BASINS

- A. Refer to Section 33 0513 Manholes and Structures and as indicated on the Drawings.

2.5 BEDDING AND COVER MATERIALS

- A. Bedding: As indicated on the Drawings.
- B. Cover: As indicated on the Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on layout drawings.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fine aggregate.
- B. Remove large stones or other hard matter which could damage piping or impede consistent backfilling or compaction.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Section 312116 for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Place bedding material at trench bottom, level materials in continuous layer not exceeding 8 inches compacted depth.
- C. Maintain optimum moisture content of bedding material to attain required compaction density.

3.4 INSTALLATION - PIPE

- A. Install pipe, fittings, and accessories in accordance with ASTM D2321. Seal joints watertight.
- B. Place pipe on bedding material as indicated on the Drawings.
- C. Lay pipe to slope gradients noted on drawings with maximum variation from indicated slope of 1/8 inch in 10 feet.
- D. Place bedding backfill around pipe as indicated on the Drawings.
- E. Install trace wire continuous over top of pipe buried 12 inches below finish grade, above pipe line.
- F. Install site storm drainage system piping to 5 feet of building. Connect to building storm drainage system.

3.5 INSTALLATION - CATCH BASINS AND STRUCTURES

- A. Perform work in accordance with Drawings.
- B. Refer to Section 330513, Manholes and Structures.

3.6 FIELD QUALITY CONTROL

- A. Request inspection prior to and immediately after placing aggregate cover over pipe.

3.7 PROTECTION OF FINISHED WORK

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.
 - 1. Take care not to damage or displace installed pipe and joints during construction of pipe supports, backfilling, testing, and other operations.
 - 2. Repair or replace pipe that is damaged or displaced from construction operations.

END OF SECTION 334111