

Milton Sportsplex Basketball Courts

City of Milton Project Number 2023.13

for

The City of Milton



Project Manual (Attachment A - Specifications)

KH&A Project No. 202105

July 2023

PREPARED BY:



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CONTRACTORS FINAL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ who, after being duly sworn, deposes and says that:

1. He/She is the _____ of _____, hereinafter called the "Contractor", and as such makes this affidavit upon person knowledge.

2. This affidavit is made for the purpose of inducing final payment from the City of Milton to the Contractor for the following project:

Milton Sportsplex
City of Milton Project Number 2023.13

under contract dated _____, as amended.

3. All laborers, materialmen, and subcontractors who have provided materials or services to or for the Contractor under said contract or who have or may have liens against any property of the City of Milton or any claim against the City of Milton or against the payment bond if any on said project, have been paid in full, except the following:

(If none, state "None")

DATED this _____ day of _____, _____.

BY: _____

PRINT/TYPE: _____

TITLE: _____

of _____
(Contractor)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is known by me to be the _____ of _____, the Contractor, and who is personally known to me.

SIGN: _____

PRINT/TYPE: _____

Notary Public, State of Florida

My Commission Expires: _____

WARRANTY

(Date)

**PROJECT: Milton Sportsplex
City of Milton Project Number 2023-13**

_____ warrants that all work shall remain in serviceable and good condition (ordinary wear and tear abuse and causes beyond the control of _____ excluded) for a period of one year from the date of final acceptance of the work, and states that they will repair or replace without cost to the CITY OF MILTON, any imperfection in whole or in part which may develop in the work during the period above stated and any damage to other work caused by imperfections or the repairing of same.

Witness

Witness

BY: _____

PRINT/TYPE: _____

TITLE: _____

of _____
(Contractor)

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared, _____,
_____ who, being first duly sworn, deposes and says that he/she executed the foregoing instrument for the uses and purposes set forth therein.

Sworn to and subscribed before me this _____ day of _____, _____.

SIGN: _____

PRINT/TYPE: _____

Notary Public, State of Florida

My Commission Expires: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. 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 Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier 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 editions; or
 2. 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.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

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

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
- 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:
1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it 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; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. 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 6.17.D.
- B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 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 or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

- 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. 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.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*
1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer's Review of Application and Acceptance:

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents 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.

17.03 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 Documents. 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.

17.04 Survival of Obligations

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

17.05 Controlling Law

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

17.06 Headings

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

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (the "General Conditions") and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Refer to:

- GC-1 The terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.
- GC-2.02.A Amend the first sentence of paragraph 2.02.A of the General Conditions as follows: Owner will furnish Digital (PDF) copies of the Drawings and Project Manual.
- GC-4.02 In the preparation of Drawings and Specifications, ENGINEER has relied upon the following reports and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work:
- 4.02.A.1 Geotechnical Investigation was limited to sampling of sand soils by NOVA for determination of hydraulic conductivity rate for evaluation of storm pond recovery potential.
- 4.02.A.2 Topographic Survey prepared by Pittman/Glaze & Associates, Inc. This survey is incorporated into the Existing Conditions Plan Sheet C101.
- GC-5.05 – 5.06 Delete these section in their entirety.

1.7.2 Existing Work

Protect existing work which is to remain in place, be reused, or remain the property of the Owner. Repair items which are to remain and which are damaged during performance of the work to their original condition, or replace with new. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Owner/Engineer approval.

1.7.3 Trees

Protect all trees which are not shown to be removed from damage.

1.7.4 Facilities

Protect electrical and water/sewer services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.

1.8 BURNING

Burning will not be permitted.

1.9 REQUIRED DATA

Demolition plan shall include procedures for maintaining access to homes and for minimization of driveway closure times.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

3.1.1 Utilities and Related Equipment

Remove existing stormwater, water, and gas utilities as indicated. Utility removal is to be coordinated with new construction to ensure that interruption of utility services are minimized to the greatest extent possible. Any disruptions to service must be coordinated with the utility provider. Night time work should be anticipated as necessary to minimize inconvenience to utility users. If utility lines are encountered that are not shown on drawings, contact the Owner/Engineer for further instructions.

3.1.2 Paving and Slabs

Remove sawcut concrete and asphaltic concrete paving and slabs as indicated. Provide neat sawcuts at limits of pavement removal as indicated.

3.1.3 Concrete

Saw concrete along straight lines to a depth of not less than 2 inches. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

3.1.4 Patching

Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for receiving new work. Finished surfaces of patched area shall be flush with the adjacent existing surface and shall match the existing adjacent surface as closely as possible as to texture and finish. Patching shall be as specified and indicated.

3.2 DISPOSITION OF MATERIAL

3.2.1 Title to Materials

Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Owner property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Owner/Engineer of the Contractor's demolition and removal procedures, and authorization by the Owner/Engineer to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.3 CLEANUP

3.3.1 Debris and Rubbish

Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Clean up spillage from pavements, streets and adjacent areas.

-- End of Section --

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittal:
 - 1. Design Mixtures: For each concrete mixture.
- C. Testing:
 - 1. For Each Sample: Submit test results to Architect & Engineer.

1.3 QUALITY ASSURANCE

- A. Ready-Mix-Concrete 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.
- B. Comply with ACI 301 (ACI 301M).
- C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

PART 2 - PRODUCTS

2.1 FORMWORK

- A. Furnish formwork and formwork accessories according to ACI 301 (ACI 301M).

2.2 STEEL REINFORCEMENT

- A. Recycled Content: Provide steel reinforcement with an average recycled content of steel products so that postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.

- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- C. Plain-Steel Wire: ASTM A 82/A 82M, as drawn.
- D. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.
- E. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.

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/II.
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregate: ASTM C 33, graded, 3/4" nominal maximum aggregate size.
- C. Water: ASTM C 94/C 94M.

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 RELATED MATERIALS

- A. Vapor Retarder: Plastic sheet, ASTM E 1745, Class A or B.
- B. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.6 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Curing Compound to be one of the following as indicated on the drawings.
 - 1. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
 - 2. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.7 CONCRETE MIXTURES

- A. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301 (ACI 301M), as follows:
 - 1. Minimum Compressive Strength: As indicated on drawings.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45 or as recommended by Ready Mix Supplier.
 - 3. Slump Limit: 4 inches.
 - 4. Air Content: Maintain within range permitted by ACI 301 (ACI 301M). Do not allow air content of trowel-finished floor slabs to exceed 3 percent.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301 (ACI 301M).

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work 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. Install, protect, and repair vapor retarders according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
 - 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended adhesive or joint tape.

3.4 STEEL REINFORCEMENT

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

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Contraction Joints in Slabs-on-Grade: Form weakened-plane sawed contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness.
- C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
 - 1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

3.6 CONCRETE PLACEMENT

- A. Comply with ACI 301 (ACI 301M) for placing concrete.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
- C. Do not add water to concrete during delivery, at Project site, or during placement.

- D. Consolidate concrete with mechanical vibrating equipment.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding 1/2 inch (13 mm).
 - 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 defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm).
 - 1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following rubbed finish, defined in ACI 301 (ACI 301M), to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-rubbed finish.
 - 2. Grout-cleaned finish.
 - 3. Cork-floated finish.
- 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 UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface.
 - 1. Do not further disturb surfaces before starting finishing operations.
- C. Scratch Finish: Apply scratch finish to surfaces indicated and surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, portland cement terrazzo, and other bonded cementitious floor finishes, unless otherwise indicated.
- D. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, fluid-applied or direct-to-deck-applied membrane roofing, or sand-bed terrazzo.

- E. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.
- F. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set methods. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- G. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

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 with ACI 301 (ACI 301M) for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m 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. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
 - 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 (300 mm), 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.

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 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.
- B. Tests: Perform according to ACI 301 (ACI 301M).
 1. Testing Frequency: One composite sample shall be obtained for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m) but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 2. Testing Frequency: One composite sample shall be obtained for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

3.11 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

--End of Section--

SECTION 31 00 00
EXCAVATION AND FILL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 33	Concrete Aggregates
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 698	Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft)
ASTM D 1140	Amount of Material in Soils Finer Than the No. 200 Sieve
ASTM D 1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft)
ASTM D 2321	Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.2 DEFINITIONS

1.2.1 Hard Materials

Weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.

1.2.2 Rock

Solid homogeneous interlocking crystalline material with firmly cemented, laminated, or foliated masses or conglomerate deposits, neither of which can be removed without systematic drilling and blasting, drilling and the use of expansion jacks or feather wedges, or the use of backhoe-mounted pneumatic hole punchers or rock breakers; also large boulders, buried masonry, or concrete other than pavement exceeding 1/2 cubic yard in volume. Removal of hard material will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.

1.2.3 Cohesive Materials

Materials ASTM D 2487 classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesive only when the fines have a plasticity index greater than zero.

1.2.4 Cohesionless Materials

Materials ASTM D 2487 classified as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the fines have a plasticity index of zero.

1.3 SUBMITTALS

Submit the following SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Test Reports

Borrow Site Testing

Fill and backfill test

Select material test

Density tests

1.4 DELIVERY, STORAGE, AND HANDLING

Perform in a manner to prevent contamination or segregation of materials.

1.5 CRITERIA FOR BIDDING

Base bids on the following criteria:

- a. Surface elevations are as indicated.

- b. Pipes or other artificial obstructions, except those indicated, will not be encountered.
- c. Blasting will not be permitted. Remove material in an approved manner.

1.6 REQUIREMENTS FOR OFF SITE SOIL

Soils brought in from off site for use as backfill shall have physical characteristics suitable for the use intended and in conformance with these specifications; and, they shall be free from environmental contamination or objectionable materials.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

Free of debris, roots, wood, scrap material, vegetation, refuse, soft unsound particles, and deleterious, or objectionable materials. Unless specified otherwise, the maximum particle diameter shall be one-quarter of the lift thickness at the intended location.

2.1.1 Common Fill

Approved, unclassified soil material with the characteristics required to compact to the soil density specified for the intended location.

2.1.2 Backfill and Fill Material

ASTM D 2487, classification GW, GP, GM, GC, SW, SP, SM, with a maximum ASTM D 4318 liquid limit of 35, maximum ASTM D 4318 plasticity index of 12, and a maximum of 25 percent by weight passing ASTM D 1140, No. 200 sieve.

2.1.3 Topsoil

Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7. In areas of landscape and planting beds, the applicable Landscape Specifications shall govern topsoil requirements.

2.1.4 Select Material

ASTM D 2487, classification GW, GP, SW, SP.

2.2 BORROW

Obtain borrow materials required in excess of those furnished from excavations from sources outside of OWNER property.

2.3 (NOT USED)

2.4 MATERIAL FOR RIP-RAP

Naturally occurring stone with minimum weight of 50 pounds.

2.4.1 Bedding Material

Consisting of sand, gravel, or crushed rock, well graded, with a maximum particle size of 1.5 inches. Material shall be composed of tough, durable particles. Fines passing the No. 200 standard sieve shall have a plasticity index less than six.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

3.1.1 Clearing and Grubbing

Remove trees, stumps, logs, shrubs, and brush as shown. Remove stumps entirely. Grub out matted roots and roots over 2 inches in diameter to at least 18 inches below existing surface.

3.1.2 Stripping

Strip existing topsoil to a depth of 4 inches without contamination by subsoil material. Stockpile topsoil separately from other excavated material and locate convenient to finish grading area.

3.1.3 Unsuitable Material

Remove vegetation, debris, decayed vegetable matter, sod, mulch, and rubbish underneath paved areas or concrete slabs.

3.2 PROTECTION

3.2.1 Protection Systems

Provide shoring, bracing, and sheeting in accordance with the latest OSHA guidelines.

3.2.2 Drainage and Dewatering

Provide for the collection and disposal of surface and subsurface water encountered during construction.

3.2.2.1 Drainage

So that construction operations progress successfully, completely drain construction site during periods of construction to keep soil materials sufficiently dry. The Contractor shall establish/construct storm drainage features at the earliest stages of site development, and throughout construction grade the construction area to provide positive surface water runoff away from the construction activity and/or provide temporary ditches, swales, and other drainage features and equipment as required to maintain dry soils. When unsuitable working platforms for equipment operation and unsuitable soil support for subsequent construction features develop, remove unsuitable material and provide new soil material as specified herein. It is the responsibility of the Contractor to assess the soil and ground water conditions at the site and to employ necessary measures to permit construction to proceed.

3.2.2.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 1.5 feet below the working level.

3.2.3 Underground Utilities

Location of the existing utilities indicated is approximate. The Contractor shall physically verify the location and elevation of the existing utilities indicated prior to starting construction. The Contractor shall contact the Owner/Engineer for assistance in locating existing utilities.

3.2.4 Machinery and Equipment

Movement of construction machinery and equipment over pipes during construction shall be at the Contractor's risk. Repair, or remove and provide new pipe for existing or newly installed pipe that has been displaced or damaged.

3.3 EXCAVATION

Excavate to contours, elevation, and dimensions indicated. Reuse excavated materials that meet the specified requirements for the material type required at the intended location. Keep excavations free from water. Excavate soil disturbed or weakened by Contractor's operations, soils softened or made unsuitable for subsequent construction due to exposure to weather. Refill with backfill and fill material and compact to 95 percent of ASTM D 1557 maximum density. Unless specified otherwise, refill excavations cut below indicated depth with backfill and fill material and compact to 95 percent of ASTM D 1557 maximum density.

3.3.1 Pipe Trenches

Excavate to the dimension indicated. Grade bottom of trenches to provide uniform support for each section of pipe after pipe bedding placement.

3.4 FILLING AND BACKFILLING

Fill and backfill to contours, elevations, and dimensions indicated. Compact each lift before placing overlaying lift.

3.4.1 Common Fill Placement

Place in 6 inch lifts. Compact areas not accessible to rollers or compactors with mechanical hand tampers. Aerate material excessively moistened by rain to a satisfactory moisture content. Finish to a smooth surface by blading, rolling with a smooth roller, or both.

3.4.2 Backfill and Fill Material Placement

Provide for paved areas, except where select material is provided. Place in 6 inch lifts.

3.4.3 Trench Backfilling

Backfill as rapidly as construction, testing, and acceptance of work permits. Place and compact backfill under paved areas in 6 inch lifts to top of trench and in 6 inch lifts to one foot over pipe outside structures and paved areas.

3.4.3.1 Bedding Requirements

Except as specified otherwise in the individual piping section, provide bedding for buried piping in accordance with AWWA C600, Type 4, except as specified herein. Backfill to top of pipe shall be compacted to 95 percent of ASTM D 698 maximum density. Plastic piping shall have bedding to spring line of pipe. Provide ASTM D 2321 materials as follows:

- a. Class I: Angular, 0.25 to 1.5 inches, graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, and crushed shells.
- b. Class II: Coarse sands and gravels with maximum particle size of 1.5 inches, including various graded sands and gravels containing small percentages of fines, generally granular and noncohesive, either wet or dry. Soil Types GW, GP, SW, and SP are included in this class as specified in ASTM D 2487.

3.5 COMPACTION

Expressed as a percentage of maximum density. Determine in-place density of existing subgrade; if required density exists, no compaction of existing subgrade will be required.

3.5.1 General Site

Compact underneath areas designated for vegetation and areas outside the 5 foot line of the structure to 80 percent of ASTM D 1557.

3.5.2 Paved Areas (Roadway and Driveways)

Compact top 12 inches of subgrades to 95 percent of ASTM D 1557. Compact fill and backfill materials to 98 percent of ASTM D 1557. The minimum LBR of the finished subgrade shall be 40.

3.6 FINISH OPERATIONS

3.6.1 Grading

Finish grades as indicated within one-tenth of one foot. Grade areas to drain water away from structures. For existing grades that will remain but which were disturbed by Contractor's operations, grade as directed.

3.6.2 Protection of Surfaces

Protect newly graded areas from traffic, erosion, and settlements that may occur. Repair or reestablish damaged grades, elevations, or slopes.

3.7 DISPOSITION OF SURPLUS MATERIAL

Remove from OWNER property surplus or other soil material not required or suitable for filling or backfilling, and brush, refuse, stumps, roots, and timber.

3.8 FIELD QUALITY CONTROL

3.8.1 Sampling

Take the number and size of samples required to perform the following tests.

3.8.2 Testing

Perform one of each of the following tests for each material used. Provide additional tests for each source change.

3.8.2.1 Fill and Backfill Material Testing

Test fill and backfill material in accordance with ASTM C 136 for conformance to ASTM D 2487 gradation limits; ASTM D 1140 for material finer than the No. 200 sieve; ASTM D 4318 for liquid limit and for plastic limit; ASTM D 698 or ASTM D 1557 for moisture density relations, as applicable.

3.8.2.2 Density Tests

Test density in accordance with ASTM D 1556, or ASTM D 2922 and ASTM D 3017. When ASTM D 2922 and ASTM D 3017 density tests are used, verify density test results by performing an ASTM D 1556 density test at a location already ASTM D 2922 and ASTM D 3017 tested as specified herein. Perform an ASTM D 1556 density test at the start of the job. Test each lift at randomly selected locations as indicated on the testing schedule provided on the construction plans.

-- End of Section --

GRADED AGGREGATE BASE COURSE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

FDOT SPECIFICATION 204

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 117	Materials Finer than 75-Micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 136	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	Sampling Aggregates
ASTM D 1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft)

1.2 SUBMITTALS

Submit the following test reports: Materials sieve and particle size analysis

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with FDOT Standard Specifications, latest edition, and with local governing regulations if more stringent than herein specified.
- B. Testing and Inspection Service: Employ, at the Contractor's expense, a testing laboratory, acceptable to the Architect/Engineer, to perform testing and inspection service for quality control testing during base course placement operations. Contractor shall replace materials removed for testing purposes. Should any work of materials fail to meet the requirements set forth in the plans and specifications, Contractor shall pay for re-testing of same.

PART 2 PRODUCTS

2.1 GRADED AGGREGATE

- A. Clean, sound durable particles of crushed stone conforming to FDOT SPEC 204.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

- A. Clean underlying surface of foreign substances. Provide adequate grade and line stakes for accurate placement and completion of the base course. Surface shall be of the specified line, grade, smoothness and compaction immediately before placement of base materials.

3.2 PLACEMENT AND PROCESSING

- A. Place materials in layers of uniform thickness with an approved spreader. When the compacted thickness is specified as 6" or less, the material shall be placed in a single layer.

3.3 COMPACTING AND FINISHING

- A. Compact each layer of base course through full depth to at least 98 percent of the maximum laboratory density obtained in accordance with The Modified Proctor Test (ASTM D 1557, Method B or D). Determine in-place density in accordance with ASTM D 1556. Surface shall be smooth, free from waves, and shall not deviate by more than 1/4 inch when tested with a 10 foot straightedge. Correct nonconforming areas before applying the next course. Place earth, or other approved materials, along the exposed edges of each course to the same height and for a width of at least one foot and compact with each course.

1. Layer Thickness: A. When the specified compacted thickness of the course is greater than 6 inches, construct the course in two or more layers. When the specified compacted thickness is 6 inches or less, one course construction may be used.
2. Maintenance: Perform additional reworking, mixing, shaping, and compacting necessitated by damage from atmospheric conditions, traffic, or other causes. Ensure that the true grade and cross section are maintained, with no rutting or other distortion, and that the base meets all requirements at the time the subsequent base course is applied. Base shall be properly drained at all times.

3.4 FIELD QUALITY CONTROL

- A. Supply samples of coarse aggregate and binder material. Obtain approval for materials and select sources well in advance of the time when materials shall be required in the work.

1. Testing

- a. Sieve Analysis: Make sieve and particle size analysis from each sample collected during the course of the project. Tests shall include an analysis of each grade of material and an analysis of the combined material representing the blend or mixture.
- b. Smoothness Test: Perform smoothness test with a 10 foot straightedge applied parallel with and at right angles to the center line of the finished surface. Correct surface deviations in excess of 1/4 inch by loosening, adding or removing material, reshaping, watering, and compacting. When base course is constructed in more than one layer, smoothness requirements apply only to the top layer.
- c. Field Density Tests: ASTM D 1556. Perform one field density test for each 500 square yards of each layer of base course.
- d. Laboratory Density Tests: ASTM D 1557, Method B or D, for all material.
- e. Thickness Tests: Take at least one depth measurement for each 500 square yards of completed base course. Make depth measurements by test holes, at least 3 inches in diameter, through the course. Where thickness deficiency exceeds 1/2 inch, correct by scarifying, adding mixture of proper gradation, reblading, and recompacting. Where measured thickness exceeds 1/2 inch thicker than shown, it shall be considered as the indicated or specified thickness plus 1/2 inch for determining the average. Average thickness shall be the average of the depth measurements and shall not underrun the thickness shown by more than 1/4 inch.
- f. Contamination of Base Material: If at anytime, the subgrade material should become mixed with the base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified.
- g. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

-- End of Section --

HOT MIX BITUMINOUS PAVEMENT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

FDOT RBS

Standard Specification for Road and Bridge
Construction

1.2 SUBMITTALS

Submit the following, SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS:

SD-05 Design Data

Job-mix formula

Submit a job-mix formula, prepared within one year of submittal, for approval by the Owner prior to preparing and placing the bituminous mixture.

1.3 QUALITY ASSURANCE

1.3.1 Required Data

Job-mix formula shall show the following:

- a. Source and proportions, percent by weight, of each ingredient of the mixture;
- b. Correct gradation, the percentages passing each size sieve listed in the specifications for the mixture to be used, for the aggregate and mineral filler from each separate source and from each different size to be used in the mixture and for the composite mixture;
- c. Amount of material passing the No. 200 sieve determined by dry sieving;
- d. Number of blows of hammer compaction per side of molded specimen;
- e. Temperature viscosity relationship of the asphalt cement;
- f. Stability, flow, percent voids in mineral aggregate, percent air voids, unit weight;

- g. Asphalt absorption by the aggregate;
- h. Effective asphalt content as percent by weight of total mix;
- i. Temperature of the mixture immediately upon completion of mixing;
- j. Asphalt viscosity grade; and

1.3.2 Charts

Plot and submit, on a grain size chart, the specified aggregate gradation band, the job-mix gradation and the job-mix tolerance band.

1.3.3 Selection of Optimum Asphalt Content

Base selection on percent of total mix and the average of values at the following points on the curves for each mix:

- a. Stability: Peak
- b. Unit Weight: Peak
- c. Percent Air Voids: Median

1.4 DELIVERY, STORAGE, AND HANDLING

Inspect materials delivered to the site for damage and store with a minimum of handling. Store aggregates in such a manner as to prevent segregation, contamination, or intermixing of the different aggregate sizes.

1.5 ENVIRONMENTAL CONDITIONS

Place bituminous mixture only during dry weather and on dry surfaces. Place courses only when the surface temperature of the underlying course is greater than 45 degrees F for course thicknesses greater than one inch and 55 degrees F for course thicknesses one inch or less.

1.6 CONSTRUCTION EQUIPMENT

Calibrated equipment, such as scales, batching equipment, spreaders and similar equipment, shall have been recalibrated within 12 months of commencing work.

1.6.1 Mixing Plant

Design, coordinate, and operate the mixing plant to produce a mixture within the job-mix formula tolerances and to meet the requirements of ASTM D 995, including additional plant requirements specified herein.

1.6.2 Paving Equipment

1.6.2.1 Spreading Equipment

Self-propelled electronically controlled type, unless other equipment is authorized by the Owner. Equip spreading equipment of the self-propelled electronically controlled type with hoppers, tamping or vibrating devices, distributing screws, electronically adjustable screeds, and equalizing devices. Capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and to produce a finished surface of specified grade and smoothness. Operate spreaders, when laying mixture, at variable speeds between 5 and 45 feet per minute. Design spreader with a quick and efficient steering device; a forward and reverse traveling speed; and automatic devices to adjust to grade and confine the edges of the mixture to true lines. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh laid mix during operations is prohibited.

1.6.2.2 Rolling Equipment

Self-propelled pneumatic-tired rollers supplemented by three-wheel and tandem type steel wheel rollers. The number, type and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the compacted material. Rollers shall be suitable for rolling hot-mix bituminous pavements and capable of reversing without backlash. Pneumatic-tired rollers shall be capable of being operated both forward and backward without turning on the mat, and without loosening the surface being rolled. Equip rollers with suitable devices and apparatus to keep the rolling surfaces wet and prevent adherence of bituminous mixture. Vibratory rollers especially designed for bituminous concrete compaction may be used provided rollers do not impair stability of pavement structure and underlying layers. Repair depressions in pavement surfaces resulting from use of vibratory rollers. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

1.6.2.3 Hand Tampers

Minimum weight of 25 pounds with a tamping face of not more than 50 square inches.

1.6.2.4 Mechanical Hand Tampers

Commercial type, operated by pneumatic pressure or by internal combustion.

PART 2 PRODUCTS

2.1 AGGREGATES

Asphalt concrete pavement shall conform to FDOT RBS, Type SP-12.5.

2.2 VARIATIONS FROM FORMULA

Variations from the approved job-mix formula shall not exceed the following, and in no case shall the job-mix formula, with tolerances applied, fall outside the general limits for aggregate gradation and bituminous material specified herein:

<u>Aggregate</u>	<u>Tolerance (Plus or Minus)</u>
1/2 inch and larger	8 percent
3/8 and No. 4	7 percent
Nos. 8 and 16	6 percent
Nos. 30 and 50	5 percent
No. 100	4 percent
No. 200	3 percent
Asphalt Cement	0.5 percent
Temperature of Mixture as discharged	20 degrees F

2.3 SOURCE QUALITY CONTROL

Use materials for testing that are identical to materials to be provided in this project. Employ a commercial laboratory approved by the Owner to perform testing.

PART 3 EXECUTION

3.1 PREPARATION

3.1.1 Mixing

Produce and transport bituminous mixture in a plant as specified in FDOT Standard Specification for Road and Bridge Construction (Most Recent addition).

3.1.2 Surface Preparation of Underlying Course

Prior to the laying of the asphalt concrete, clean underlying course of foreign or objectionable matter with power blowers or power brooms, supplemented by hand brooms and other cleaning methods where necessary. During the placement of multiple lifts of bituminous concrete, each succeeding lift of bituminous concrete shall have its underlying lift cleaned and provided with a bituminous tack coat if the time period between the placement of each lift of bituminous concrete exceeds 14 days, or the underlying bituminous concrete has become dirty.

3.1.3 Spraying of Contact Surfaces

Spray contact surfaces of previously constructed pavement with a thin coat of bituminous materials to act as an anti-stripping agent, conforming to Section 02744, "Bituminous Tack Coat." Paint contact surfaces of structures with a thin coat of emulsion or other approved bituminous material prior to placing the bituminous mixture. Tack coat the previously placed primed coats on base courses when surface has become excessively dirty and cannot be cleaned or when primed surface has cured to the extent that it has lost all bonding effect.

3.2 PLACEMENT

3.2.1 Machine Spreading

The range of temperatures of the mixtures at the time of spreading shall be between 250 degrees F and 300 degrees F. Bituminous concrete having temperatures less than minimum spreading temperature when dumped into the spreader will be rejected. Adjust spreader and

regulate speed so that the surface of the course is smooth and continuous without tears and pulling, and of such depth that, when compacted, the surface conforms with the cross section, grade, and contour indicated. Unless otherwise directed, begin the placing along the centerline of areas to be paved on a crowned section or on the high side of areas with a one-way slope. Place mixture in consecutive adjacent strips having a minimum width of 10 feet, except where the edge lanes require strips less than 10 feet to complete the area. Construct longitudinal joints and edges to true line markings. Establish lines parallel to the centerline of the area to be paved, and place string lines coinciding with the established lines for the spreading machine to follow. Provide the number and location of the lines needed to accomplish proper grade control. When specified grade and smoothness requirements can be met for initial lane construction by use of an approved long ski-type device of not less than 30 feet in length and for subsequent lane construction by use of a short ski or shoe, in-place string lines for grade control may be omitted. Place mixture as nearly continuous as possible and adjust the speed of placing as needed to permit proper rolling.

3.2.2 Shoveling, Raking, and Tamping After Machine-Spreading

Shovelers and rakers shall follow the spreading machine. Add or remove hot mixture and rake the mixture as required to obtain a course that when completed will conform to requirements specified herein. Broadcasting or fanning of mixture over areas being compacted is prohibited. When segregation occurs in the mixture during placing, suspend spreading operation until the cause is determined and corrected. Correct irregularities in alignment left by the spreader by trimming directly behind the machine. Immediately after trimming, compact edges of the course by tamping laterally with a metal lute or by other approved methods. Distortion of the course during tamping is prohibited.

3.2.3 Hand-Spreading in Lieu of Machine-Spreading

In areas where the use of machine spreading is impractical, spread mixture by hand. The range of temperatures of the mixtures when dumped onto the area to be paved shall be between 250 and 300 degrees F. Mixtures having temperatures less than minimum spreading temperature when dumped onto the area to be paved will be rejected. Spread hot mixture with rakes in a uniformly loose layer of a thickness that, when compacted, will conform to the required grade, thickness, and smoothness. During hand spreading, place each shovelful of mixture by turning the shovel over in a manner that will prevent segregation. Do not place mixture by throwing or broadcasting from a shovel. Do not dump loads any faster than can be properly handled by the shovelers and rakers.

3.3 COMPACTION OF MIXTURE

Compact mixture by rolling. Begin rolling as soon as placement of mixture will bear rollers. Delays in rolling freshly spread mixture shall not be permitted. Start rolling longitudinally at the extreme sides of the lanes and proceed toward center of pavement, or toward high side of pavement with a one-way slope. Operate rollers so that each trip overlaps the previous adjacent strip by at least one foot. Alternate trips of the roller shall be of slightly different lengths. Conduct tests for conformity with the specified crown, grade and smoothness immediately after initial rolling. Before continuing rolling, correct variations by removing or adding materials as necessary. If required, subject course to diagonal rolling with the steel wheeled roller crossing the lines of the previous rolling while mixture is hot and in a compactable condition. Speed of the rollers shall be slow enough to avoid displacement of hot mixture. Correct displacement of mixture immediately by use of rakes and fresh mixture,

or remove and replace mixture as directed. Continue rolling until roller marks are eliminated and course has a density of at least 98 percent but not more than 100 percent of that attained in a laboratory specimen of the same mixture prepared in accordance with ASTM D 1559. During rolling, moisten wheels of the rollers enough to prevent adhesion of mixture to wheels, but excessive water is prohibited. Operation of rollers shall be by competent and experienced operators. Provide sufficient rollers for each spreading machine in operation on the job and to handle plant output. In places not accessible to the rollers, compact mixture thoroughly with hot hand tampers. Skin patching of an area after compaction is prohibited. Remove mixture that becomes mixed with foreign materials or is defective and replace with fresh mixture compacted to the density specified herein. Roller shall pass over unprotected edge of the course only when laying of course is to be discontinued for such length of time as to permit mixture to become cold.

3.4 JOINTS

Joints shall present the same texture and smoothness as other portions of the course, except permissible density at the joint may be up to 2 percent less than the specified course density. Carefully make joints between old and new pavement or within new pavements in a manner to ensure a thorough and continuous bond between old and new sections of the course. Vertical contact surfaces of previously constructed sections that are coated with dust, sand, or other objectionable material shall be painted with a thin uniform coat of emulsion or other approved bituminous material just before placing fresh mixture.

3.4.1 Transverse

Roller shall pass over unprotected end of freshly laid mixture only when laying of course is to be discontinued. Except when an approved bulkhead is used, cut back the edge of previously laid course to expose an even, vertical surface for the full thickness of the course. When required, rake fresh mixture against joints, thoroughly tamp with hot tampers, smooth with hot smoothers, and roll. Transverse joints in adjacent lanes shall be offset a minimum of 2 feet.

3.4.2 Longitudinal Joints

Space 6 inches apart. Do not allow joints to coincide with joints of existing pavement or previously placed courses. Spreader screed shall overlap previously placed lanes 2 to 3 inches and be of such height to permit compaction to produce a smooth dense joint. With a lute, push back mixture placed on the surface of previous lanes to the joint edge. Do not scatter mix. Remove and waste excess material. When edges of longitudinal joints are irregular, honeycombed, or poorly compacted, cut back unsatisfactory sections of joint and expose an even vertical surface for the full thickness of the course. When required, rake fresh mixture against joint, thoroughly tamp with hot tampers, smooth with hot smoothers, and roll while hot.

3.5 FIELD QUALITY CONTROL

3.5.1 Pavement and Mixture

Take plant samples for the determination of mix properties and field samples for thickness and density of the completed pavements. Furnish tools, labor and material for samples, and satisfactory replacement of pavement. Take samples and tests at not less than frequency

specified hereinafter and at the beginning of plant operations; for each day's work as a minimum; each change in the mix or equipment; and as often as directed. Accomplish sampling in accordance with ASTM D 979.

3.5.2 Testing

3.5.2.1 Aggregates Tests

- a. Gradation: ASTM C 136.
- b. Mineral Filler Content: ASTM D 546.
- c. Abrasion: ASTM C 131 for wear (Los Angeles test). Perform one test initially prior to incorporation into the work and each time the source is changed.

3.5.2.2 Bituminous Mix Tests

Test one sample for each 500 tons, or fraction thereof, of the uncompacted mix for extraction in accordance with ASTM D 2172; perform a sieve analysis on each extraction sample in accordance with ASTM C 136 and ASTM C 117. Test one sample for each 500 tons or fraction thereof for stability and flow in accordance with ASTM D 1559. Test one sample for each material blend for index of retained strength in accordance with ASTM D 1075.

3.5.2.3 Pavement Courses

Perform the following tests:

- a. Density: One test for each 500 square yards of asphalt placed.
- b. Thickness: Determine thickness of wearing courses from samples taken for the field density test. The maximum allowable deficiency at any point shall not be more than 1/4 inch less than the thickness for the indicated course. Average thickness of course or of combined courses shall be not less than the indicated thickness. Where a deficiency exceeds the specified tolerances, correct each such representative area or areas by removing the deficient pavement and replacing with new pavement.
- c. Smoothness: Straightedge test the compacted surface of wearing course as work progresses. Apply straightedge parallel with and at right angles to the centerline after final rolling. Unevenness of course shall not vary more 1/8 inch in 10 feet. Correct each portion of the pavement showing irregularities greater than that specified.
- d. Finished Grades: Finish grades of each course placed shall not vary from the finish elevations, profiles, and cross sections indicated by more than 1/2 inch. Finished surface of the final wearing course will be tested by the Owner. Correct deficient paved areas by removing existing work and replacing with new materials that meet the specifications. Skin patching for correcting low areas is prohibited.
- e. Finish Surface Texture of Wearing Course: Visually check final surface texture for uniformity and reasonable compactness and tightness. Final wearing course with a

surface texture having undesirable irregularities such as segregation, cavities, pulls or tears, checking, excessive exposure of coarse aggregates, sand streaks, indentations, ripples, or lack of uniformity shall be removed and replaced with new materials.

3.6 PROTECTION

Do not permit vehicular traffic, including heavy equipment, on pavement until surface temperature has cooled to at least 120 degrees F. Measure surface temperature by approved surface thermometers or other satisfactory methods.

-- End of Section --

BITUMINOUS PRIME COAT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 140 Sampling Bituminous Materials

ASTM D 2028 Cutback Asphalt (Rapid-Curing Type)

1.2 SUBMITTALS

Submit the following, SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS:

SD-03 Product Data

Cutback asphalt

Submit temperature viscosity relationship.

SD-06 Test Reports

Bituminous materials

1.3 DELIVERY, STORAGE, AND HANDLING

Inspect the materials for contamination and damage. Unload and store the materials with a minimum of handling.

1.4 ENVIRONMENTAL REQUIREMENTS

Apply the prime coat only when the surface is dry or contains moisture not in excess of the amount that will permit uniform distribution and the desired penetration. Apply the prime coat only when the ambient temperature is 50 degrees F or above and when the temperature has not been below 35 degrees F for 12 hours immediately prior to application, unless otherwise directed.

1.5 SAFETY REQUIREMENTS

Perform the work in a safe manner in accordance with all applicable regulations governing the use of specified product.

1.6 CONSTRUCTION EQUIPMENT

Provide equipment dependable and adequate for the purpose intended and properly maintained in satisfactory and safe operating condition at all times. Calibrated equipment such as asphalt distributors, scales, batching equipment, spreaders and similar equipment, shall have been recalibrated by an approved calibration laboratory within 12 months prior to commencing work.

1.6.1 Bituminous Distributor

Bituminous distributor shall have pneumatic tires of such width and number that the load produced on the base surface shall not exceed 650 pounds per inch of tire width. The bituminous distributor shall be designed and equipped to distribute the bituminous material uniformly at even heat on variable widths of surface at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, with a pressure range of 25 to 75 pounds per square inch and an allowable variation not to exceed 5 percent from any specified rate. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating the materials to the proper application temperature, a thermometer for reading the temperature of the tank contents, and a hose and spray nozzle attachment for applying bituminous material to spots unavoidably missed by the distributor and to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

1.6.2 Heating Equipment for Storage Tanks

The equipment for heating the bituminous material shall be steam, electric, or hot oil heaters. Steam heaters shall consist of steam coils and equipment for producing steam, so designed that the steam cannot get into the material. An armored thermometer with a temperature range from 40 to 400 degrees F shall be fixed to the tank so that the temperature of the bituminous material may be determined at all times.

1.6.3 Brooms and Blowers

Brooms and blowers shall be of the power type and suitable for cleaning prepared subgrades or bases.

PART 2 PRODUCTS

2.1 BITUMINOUS MATERIAL

2.1.1 Cutback Asphalt

ASTM D 2028, Grade RC-70.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Immediately before applying the prime coat, remove loose material, dirt, clay, and other objectionable material from the surface to be primed. After the cleaning operation and prior to

the application of the prime coat, examine the area to be primed. Ensure that the area is fit to receive the bituminous priming material.

3.2 APPLICATION

Immediately following the surface preparation, apply the bituminous material by means of the bituminous distributor. Apply the bituminous material at a pressure range of 25 to 75 pounds per square inch within the temperature limits specified herein, and at the rate of not less than 0.20 gallon nor more than 0.30 gallon of bituminous material per square yard. Apply the bituminous material so that uniform distribution is obtained over the entire surface to be treated. Unless the distributor is equipped to obtain satisfactory results at the junction of previous and subsequent applications, spread building paper on the surface of the applied material for a sufficient distance back from the ends of each application, so that flow from the sprays may be started and stopped on the paper, and so that all sprayers will operate at full force on the surface to be treated. Immediately after the application, remove the building paper and apply bituminous material to spots missed by the distributor.

3.2.1 Curing

Following the application of bituminous material, allow the surface to cure without being disturbed for a period of not less than 48 hours or longer, as may be necessary to attain penetration into the foundation course and evaporation of the volatiles from the bituminous material. Furnish and spread enough sand to effectively blot up and cure excess bituminous material. Maintain the primed surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and repriming deficient areas.

3.2.2 Application Temperature for Cutback Asphalt

Between 100 and 150 degrees F and provide an application viscosity between 40 and 120 centistokes, kinematic, or 20 and 60 seconds, Saybolt Furol.

3.2.3 Application Temperature for Emulsified Asphalt

Between 75 and 130 degrees F.

3.3 FIELD QUALITY CONTROL

Furnish samples of bituminous materials for testing. Sample bituminous materials in accordance with ASTM D 140.

3.4 PROTECTION

Keep traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades to prevent traffic over freshly treated surfaces.

-- End of Section --

BITUMINOUS PRIME COAT

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 140 Sampling Bituminous Materials

ASTM D 2028 Cutback Asphalt (Rapid-Curing Type)

1.2 SUBMITTALS

Submit the following, SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS:

SD-03 Product Data

Cutback asphalt

Submit temperature viscosity relationship.

SD-06 Test Reports

Bituminous materials

1.3 DELIVERY, STORAGE, AND HANDLING

Inspect the materials for contamination and damage. Unload and store the materials with a minimum of handling.

1.4 ENVIRONMENTAL REQUIREMENTS

Apply the prime coat only when the surface is dry or contains moisture not in excess of the amount that will permit uniform distribution and the desired penetration. Apply the prime coat only when the ambient temperature is 50 degrees F or above and when the temperature has not been below 35 degrees F for 12 hours immediately prior to application, unless otherwise directed.

1.5 SAFETY REQUIREMENTS

Perform the work in a safe manner in accordance with all applicable regulations governing the use of specified product.

1.6 CONSTRUCTION EQUIPMENT

Provide equipment dependable and adequate for the purpose intended and properly maintained in satisfactory and safe operating condition at all times. Calibrated equipment such as asphalt distributors, scales, batching equipment, spreaders and similar equipment, shall have been recalibrated by an approved calibration laboratory within 12 months prior to commencing work.

1.6.1 Bituminous Distributor

Bituminous distributor shall have pneumatic tires of such width and number that the load produced on the base surface shall not exceed 650 pounds per inch of tire width. The bituminous distributor shall be designed and equipped to distribute the bituminous material uniformly at even heat on variable widths of surface at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, with a pressure range of 25 to 75 pounds per square inch and an allowable variation not to exceed 5 percent from any specified rate. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating the materials to the proper application temperature, a thermometer for reading the temperature of the tank contents, and a hose and spray nozzle attachment for applying bituminous material to spots unavoidably missed by the distributor and to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

1.6.2 Heating Equipment for Storage Tanks

The equipment for heating the bituminous material shall be steam, electric, or hot oil heaters. Steam heaters shall consist of steam coils and equipment for producing steam, so designed that the steam cannot get into the material. An armored thermometer with a temperature range from 40 to 400 degrees F shall be fixed to the tank so that the temperature of the bituminous material may be determined at all times.

1.6.3 Brooms and Blowers

Brooms and blowers shall be of the power type and suitable for cleaning prepared subgrades or bases.

PART 2 PRODUCTS

2.1 BITUMINOUS MATERIAL

2.1.1 Cutback Asphalt

ASTM D 2028, Grade RC-70.

PART 3 EXECUTION

3.1 SURFACE PREPARATION

Immediately before applying the prime coat, remove loose material, dirt, clay, and other objectionable material from the surface to be primed. After the cleaning operation and prior to

the application of the prime coat, examine the area to be primed. Ensure that the area is fit to receive the bituminous priming material.

3.2 APPLICATION

Immediately following the surface preparation, apply the bituminous material by means of the bituminous distributor. Apply the bituminous material at a pressure range of 25 to 75 pounds per square inch within the temperature limits specified herein, and at the rate of not less than 0.20 gallon nor more than 0.30 gallon of bituminous material per square yard. Apply the bituminous material so that uniform distribution is obtained over the entire surface to be treated. Unless the distributor is equipped to obtain satisfactory results at the junction of previous and subsequent applications, spread building paper on the surface of the applied material for a sufficient distance back from the ends of each application, so that flow from the sprays may be started and stopped on the paper, and so that all sprayers will operate at full force on the surface to be treated. Immediately after the application, remove the building paper and apply bituminous material to spots missed by the distributor.

3.2.1 Curing

Following the application of bituminous material, allow the surface to cure without being disturbed for a period of not less than 48 hours or longer, as may be necessary to attain penetration into the foundation course and evaporation of the volatiles from the bituminous material. Furnish and spread enough sand to effectively blot up and cure excess bituminous material. Maintain the primed surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and repriming deficient areas.

3.2.2 Application Temperature for Cutback Asphalt

Between 100 and 150 degrees F and provide an application viscosity between 40 and 120 centistokes, kinematic, or 20 and 60 seconds, Saybolt Furol.

3.2.3 Application Temperature for Emulsified Asphalt

Between 75 and 130 degrees F.

3.3 FIELD QUALITY CONTROL

Furnish samples of bituminous materials for testing. Sample bituminous materials in accordance with ASTM D 140.

3.4 PROTECTION

Keep traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades to prevent traffic over freshly treated surfaces.

-- End of Section --

2.1.1 Emulsified Asphalt

ASTM D 977, Type SS-1 or ASTM D 2397, Type CSS-1. Dilute the emulsified asphalt with equal parts of water. The base asphalt used to manufacture the emulsion shall show a negative spot when tested in accordance with AASHTO T102 using standard naphtha.

2.2 CONSTRUCTION EQUIPMENT

Provide equipment dependable and adequate for the purpose intended and properly maintained in satisfactory and safe operating condition. Calibrated equipment such as asphalt distributors, scales, batching equipment, spreaders and similar equipment, shall have been recalibrated by a calibration laboratory within 12 months prior to commencing work.

2.2.1 Bituminous Distributor

The bituminous distributor shall be designed and equipped to distribute the bituminous material uniformly at even heat on variable widths of surface at readily determined and controlled rates from 0.05 to 2.0 gallons per square yard, with a pressure range of 25 to 75 pounds per square inch and with an allowable variation not to exceed 5 percent from any specified rate. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gages, volume-measuring devices, adequate heaters for heating the materials to the proper application temperature, a thermometer for reading the temperature of the tank contents, and a hose and spray nozzle attachment suitable for applying bituminous material to spots unavoidably missed by the distributor and to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

2.2.2 Heating Equipment for Storage Tanks

The equipment for heating the bituminous material shall be steam, electric, or hot oil heaters. Steam heaters shall consist of steam coils and equipment for producing steam, so designed that the steam cannot get into the material. An armored thermometer with a temperature range from 40 to 400 degrees F shall be fixed to the tank so that the temperature of the bituminous material may be determined at all times.

2.2.3 Brooms and Blowers

Brooms and blowers shall be of the power type suitable for cleaning the surfaces for application of the bituminous material.

PART 3 EXECUTION

3.1 PREPARATION OF SURFACE

Immediately before applying the tack coat, remove loose material, dirt, clay, and other objectionable material from the surface to be treated by a power broom or blower supplemented with hand brooms. After the cleaning operation and prior to the application of the tack coat, inspect the area to be paved to determine the fitness of the area to receive the bituminous material.

3.2 APPLICATION OF BITUMINOUS MATERIAL

Apply the tack coat when the surface to be treated is dry. Immediately following the preparation of the surface for treatment, apply the bituminous material by means of the bituminous distributor, within the limits of temperature specified herein and at a rate of not less than 0.05 gallon nor more than 0.15 gallon of diluted emulsion per square yard. Apply the bituminous material so that uniform distribution is obtained over the entire surface to be treated. Treat lightly coated areas and spots missed by the distributor with the bituminous material. Following the application of bituminous material, allow the surface to cure without being disturbed for period of time necessary to permit setting of the tack coat. Apply the bituminous tack coat only as far in advance of the placing of the overlying layer as required for that day's operation. Maintain and protect the treated surface from damage until the succeeding course of pavement is placed.

3.2.1 Application Temperature for Emulsified Asphalt

Between 75 and 130 degrees F.

3.3 FIELD SAMPLING AND TESTING

3.3.1 Sampling Bituminous Materials

Furnish samples of bituminous materials for testing. Test in accordance with ASTM D 140.

3.3.2 Bituminous Material Tests

Perform spot test for asphalt in accordance with AASHTO T102 on each shipment.

3.4 TRAFFIC CONTROLS

Keep traffic off surfaces freshly treated with bituminous material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

-- End of Section --

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
1. Galvanized-steel chain link fabric.
 2. Galvanized-steel framework.

1.3 QUALITY ASSURANCE

- A. Standards: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. The publications shall be the most current issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- ASTM A 90 Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
- ASTM A 817 Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric
- ASTM F 567 Practice for Installation of Chain-Link Fence
- ASTM F 668 Poly (Vinyl Chloride) (PVC) and other Organic Polymer-Coated Steel Chain Link Fence Fabric
- ASTM F 900 Specification for Industrial and Commercial Swing Gates
- ASTM F 1043 Specification for Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
- ASTM F 1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

PART 2 - PRODUCTS

2.1 FABRIC

- A. Selvage: Knuckled on both selvages.
- B. Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" and with requirements indicated below:
1. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9 gage).
 2. Coating: Black Vinyl: ASTM F 668 Poly (Vinyl Chloride) (PVC) and other Organic Polymer-Coated Steel Chain Link Fence Fabric.

2.2 FRAMING

- A. Type I Round Posts: Black Vinyl Coated, Standard weight (schedule 40) galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 1043, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq. ft. Type A coating inside and outside according to ASTM F 1043, as determined by ASTM A 90.
- B. Top Rail: Black Vinyl Coated, Manufacturer's longest lengths (17 to 21 feet) with swaged-end or expansion-type coupling, approximately 6 inches long for joining. Provide rail ends or other means for attaching top rail securely to each gate corner, pull, and end post.
- C. Swing Gate Posts: Black Vinyl Coated, Furnish posts to support single gate leaf, or one leaf of a double-gate installation, according to ASTM F 900.
- D. Swing Gates: Black Vinyl Coated, Comply with ASTM F 900.
 - 1. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:
 - a. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening.
 - b. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed.
 - 1. Fence to be 6' x 0" high, unless indicated otherwise.
- B. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.
- C. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric before stretching fabric and tie to each post with not less than same gage and type of wire. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-diameter (11-gage) hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c.

--End of Section--

TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Sodding.
 - 2. Grass paving.
- B. Related Sections:
 - 1. Section 31 00 00 "Excavation and Fill" for excavation, filling and backfilling, and rough grading
 - 2. Section 33 40 00 "Storm Drainage" for subsurface drainage.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- C. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- D. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- E. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.5 QUALITY ASSURANCE

- A. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- B. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.
- C. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.8 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
 - 1. Sodded Turf: 30 days from date of Substantial Completion.
- B. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 - PRODUCTS

2.1 TURFGRASS SOD

- A. Turfgrass Sod: Approved Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

- B. Turfgrass Species: As indicated on plans.

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

2.3 PLANTING SOILS

- A. Planting Soil: Existing, in-place surface soil. Verify suitability of existing surface soil to produce viable planting soil. Remove 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. Mix surface soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect grade stakes set by others until directed to remove them.

3.3 TURF AREA PREPARATION

- A. Limit turf subgrade preparation to areas to be planted.

- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of **4 inches**. Remove stones larger than **1 inch** in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply fertilizer directly to subgrade before loosening.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus **1/2 inch** of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across angle of slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of **1-1/2 inches** below sod.

3.5 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of **4 inches**.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of **1 inch** per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow bermuda grass to a height of **1/2 to 1 inch**.
 - 2. Mow centipede grass or zoysia grass to a height of **1 to 2 inches**.
 - 3. Mow St. Augustine grass to a height of **2 to 3 inches**.

- D. Turf Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least **1 lb/1000 sq. ft.** to turf area.

3.6 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Landscape Architect:
 - 1. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.7 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

--End of Section--

WATER DISTRIBUTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 307	Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTM A 536	Ductile Iron Castings
ASTM C 94	Ready-Mixed Concrete

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C104/A21.4	Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110/A21.10	Ductile-Iron and Gray-Iron Fittings, 3 in. Through 48 in. (75 mm Through 1200 mm), for Water and Other Liquids
AWWA C111/A21.11	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
ANSI/AWWA C151/A21.51	Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
AWWA C153/A21.53	Ductile-Iron Compact Fittings, 3 in. Through 24 in. (76 mm Through 610 mm) and 54 in. Through 64 in. (1,000 mm Through 1,600 mm), for Water Service
AWWA C500	Metal-Seated Gate Valves for Water Supply Service
AWWA C502	Dry-Barrel Fire Hydrants
AWWA C508	Swing-Check Valves for Waterworks Service, 2 in. (50 mm) Through 24 in. (600 mm) NPS
AWWA C509	Resilient-Seated Gate Valves for Water and Sewerage Systems

AWWA C600	Installation of Ductile-Iron Water Mains and Their Appurtenances
AWWA C651	Disinfecting Water Mains
AWWA C800	Underground Service Line Valves and Fittings
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. Through 12 in., for Water Distribution
AWWA C901	Polyethylene (PE) Pressure Pipe
AWWA C906	Polyethylene (PE) Pressure Pipe and Fittings, 4 in. Through 63 in., for Water Distribution
AWWA M23	PVC Pipe - Design and Installation

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 24	Installation of Private Fire Service Mains and Their Appurtenances
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UNI-BELL PVC PIPE ASSOCIATION (UBPPA)

UBPPA UNI-B-3	Installation of Polyvinyl Chloride (PVC) Pressure Pipe
UBPPA UNI-B-8	Direct Tapping of Polyvinyl Chloride (PVC) Pressure Water Pipe

UNDERWRITERS LABORATORIES INC. (UL)

UL 246	Hydrants for Fire-Protection Service
UL 262	Gate Valves for Fire-Protection Service
UL 312	Check Valves for Fire-Protection Service
UL 789	Indicator Posts for Fire-Protection Service

1.2 DESIGN REQUIREMENTS

1.2.1 Water Distribution Mains

Provide water distribution mains indicated as 4 through 12 inch diameter pipe sizes of ductile-iron or polyvinyl chloride (PVC) plastic pipe. Also provide water main accessories, gate valves and check valves as specified and where indicated.

1.2.2 Water Service Lines

Provide water service lines indicated as less than 4 inch lines from water distribution main to building service at the point indicated. Water service lines shall be polyvinyl chloride (PVC) plastic pipe. Provide water service line appurtenances as specified and where indicated.

1.3 SUBMITTALS

Submit the following, SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS:

SD-03 Product Data

Piping Materials

Water distribution main piping, fittings, joints, valves, and coupling

Water service line piping, fittings, joints, valves, and coupling

Hydrants

Indicator posts

Corporation stops

Valve boxes

Submit manufacturer's standard drawings or catalog cuts, except submit both drawings and cuts for push-on and rubber-gasketed bell-and-spigot joints. Include information concerning gaskets with submittal for joints and couplings.

SD-07 Certificates

Water distribution main piping, fittings, joints, valves, and coupling

Water service line piping, fittings, joints, valves, and coupling

Shop-applied lining and coating

Lining

Fire hydrants

Certificates shall attest that tests set forth in each applicable referenced publication have been performed, whether specified in that publication to be mandatory or otherwise and that production control tests have been performed at the intervals or frequency specified in the publication. Other tests shall have been performed within 3 years of the date of submittal of certificates on the same type, class, grade, and size of material as is being provided for the project.

SD-08 Manufacturer's Instructions

Installation procedures for water piping

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Delivery and Storage

Inspect materials delivered to site for damage. Unload and store with minimum handling. Store materials on site in enclosures or under protective covering. Store plastic piping, jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes, fittings, valves and hydrants free of dirt and debris.

1.4.2 Handling

Handle pipe, fittings, valves, hydrants, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Take special care to avoid injury to coatings and linings on pipe and fittings; make satisfactory repairs if coatings or linings are damaged. Carry, do not drag pipe to the trench. Store plastic piping, jointing materials and rubber gaskets that are not to be installed immediately, under cover out of direct sunlight.

PART 2 PRODUCTS

2.1 WATER DISTRIBUTION MAIN MATERIALS

All public water system components, excluding fire hydrants, that will come into contact with drinking water shall conform to National Sanitation Foundation (NSF) International Standard.

2.1.1 Piping Materials

All pipe and pipe fittings shall be color coded in accordance with 62-555.320(21)(b)3, F.A.C., using blue as the predominant color. Underground plastic pipe transmission and/or distribution mains shall be solid-wall blue pipe.

2.1.1.1 Polyvinyl Chloride (PVC) Plastic Piping

- a. Pipe and Fittings: Pipe, AWWA C900, shall be plain end or gasket bell end, Pressure Class 150 (DR 25) with cast-iron-pipe-equivalent OD. Fittings shall be gray iron or ductile iron, AWWA C110/A21.10 or AWWA C153/A21.53, and have cement-mortar lining, AWWA C104/A21.4, standard thickness. Provide mechanical joint fittings with Mega Lug style joint restraints at each fitting and each joint within 20 feet of a fitting.

2.1.2 Valves, Hydrants, and Other Water Main Accessories

2.1.2.1 Gate Valves on Buried Piping

AWWA C500, AWWA C509, or UL 262. Unless otherwise specified, valves conforming to: (1) AWWA C500 shall be nonrising stem type with double-disc gates and mechanical-joint ends or push-on joint ends as appropriate for the adjoining pipe, (2) AWWA C509 shall be nonrising stem type with mechanical-joint ends, and (3) UL 262 shall be inside-screw type with operating nut, double-disc or split-wedge type gate, designed for a hydraulic working pressure of 200 psi, and shall have mechanical-joint ends or push-on joint ends as

appropriate for the pipe to which it is joined. Materials for UL 262 valves shall conform to the reference standards specified in AWWA C500. Valves shall open by counterclockwise rotation of the valve stem. Stuffing boxes shall have O-ring stem seals. Stuffing boxes shall be bolted and constructed so as to permit easy removal of parts for repair.

2.1.2.2 Gate Valves

AWWA C500, AWWA C509, or UL 262. Unless otherwise specified, valves conforming to: AWWA C509 shall be nonrising stem type with flanged ends and a working pressure of 200 psi. Stuffing boxes shall be bolted and constructed so as to permit easy removal of parts for repair.

2.1.2.3 Check Valves

Swing-check type, AWWA C508 or UL 312. Valves conforming to: (1) AWWA C508 shall have iron or steel body and cover and flanged ends, designed for a working pressure of 200 psi. Valves shall have clear port opening. Valves shall be spring-loaded.

2.1.2.4 Fire Hydrants

Dry-barrel type. Paint hydrants with at least one coat of primer and two coats of yellow enamel paint, except use red enamel paint for tops of hydrants in non-potable water systems. Stencil hydrant number and main size on the hydrant barrel using black stencil paint.

- a. Dry-Barrel Type Fire Hydrants: Dry-barrel type hydrants, AWWA C502 or UL 246, "Base Valve" design, shall have 6 inch inlet, 5 1/4 inch valve opening, one 4 1/2 inch pumper connection, and two 2 1/2 inch hose connections. Pumper connection and hose connections shall be individually valved with independent nozzle gate valves. Inlet shall have mechanical-joint end only; end shall conform to the applicable requirements as specified for the joint. Size and shape of operating nut, cap nuts, and threads on hose and pumper connections shall be as specified in AWWA C502. Hydrants indicated as "traffic type," shall have frangible sections as mentioned in AWWA C502. The traffic type hydrant shall have special couplings joining upper and lower sections of hydrant barrel and shall be designed to have the special couplings break from a force not less than that which would be imposed by a moving vehicle; hydrant shall operate properly under normal conditions.

2.1.2.5 Indicator Posts

UL 789. Provide for gate valves where indicated.

2.1.2.6 Valve Boxes

Provide a valve box for each gate valve on buried piping, except where indicator post is shown. Valve boxes shall be of cast iron or precast concrete of a size suitable for the valve on which it is to be used and shall be adjustable. Provide a round head. Cast the word "WATER" on the lid. The least diameter of the shaft of the box shall be 5 1/4 inches. Cast-iron box shall have a heavy coat of bituminous paint.

2.1.2.7 Sleeve-Type Mechanical Couplings

Couplings shall be designed to couple plain-end piping by compression of a ring gasket at each end of the adjoining pipe sections. The coupling shall consist of one middle ring flared or beveled at each end to provide a gasket seat; two follower rings; two resilient tapered rubber gaskets; and bolts and nuts to draw the follower rings toward each other to compress the gaskets. The middle ring and the follower rings shall be true circular sections free from irregularities, flat spots, and surface defects; the design shall provide for confinement and compression of the gaskets. For ductile iron and PVC plastic pipe, the middle ring shall be of cast-iron or steel; and the follower rings shall be of malleable or ductile iron. Gaskets shall be designed for resistance to set after installation and shall meet the applicable requirements specified for gaskets for mechanical joint in AWWA C111/A21.11. Bolts shall be track-head type, ASTM A 307, Grade A, with nuts, ASTM A 563, Grade A; or round-head square-neck type bolts, ANSI B18.5.2.1M and ANSI/ASME B18.5.2.2M with hex nuts, ASME/ANSI B18.2.2. Bolts shall be 5/8 inch in diameter. Bolt holes in follower rings shall be of a shape to hold fast the necks of the bolts used. Mechanically coupled joints using a sleeve-type mechanical coupling shall not be used as an optional method of jointing except where pipeline is adequately anchored to resist tension pull across the joint.

2.1.2.8 Tracer Wire for Nonmetallic Piping

Provide bare copper or aluminum wire not less than 0.10 inch in diameter in sufficient length to be continuous over each separate run of nonmetallic pipe.

2.2 WATER SERVICE LINE MATERIALS

2.2.1 Piping Materials

2.2.1.1 Polyethylene Tubing

Polyethylene service tubing for water supply shall conform to AWWA C901. Tubing dimensions shall conform to ASTM D2737 with copper tubing OD base. PE tubing material to be ASTM D3350, Standard Code PE 3408. Minimum tubing size to be 1".

2.2.2 Water Service Line Appurtenances

2.2.2.1 Corporation Stops

Ground key type; bronze, ASTM B 61 or ASTM B 62; and suitable for the working pressure of the system. Ends shall be suitable for solder-joint, or flared tube compression type joint. Threaded ends for inlet and outlet of corporation stops, AWWA C800; coupling nut for connection to flared copper tubing, ASME/ANSI B16.26.

2.2.2.2 Curb or Service Stops

Ground key, round way, inverted key type; made of bronze, ASTM B 61 or ASTM B 62; and suitable for the working pressure of the system. Ends shall be as appropriate for connection to the service piping. Arrow shall be cast into body of the curb or service stop indicating direction of flow.

2.2.2.3 Gate Valves on Buried Piping (3 Inches and Larger)

Gate valves 3 inch size and larger on buried piping AWWA C500 or UL 262 and of one manufacturer. Valves, AWWA C500, nonrising stem type with double-disc gates. Valves, UL 262, inside-screw type with operating nut, split wedge or double disc type gate, and designed for a hydraulic working pressure of 175 psi. Materials for UL 262 valves conforming to the reference standards specified in AWWA C500. Valves shall open by counterclockwise rotation of the valve stem. Stuffing boxes shall have O-ring stem seals and shall be bolted and constructed so as to permit easy removal of parts for repair.

2.2.2.4 Gate Valves on Buried Piping (Smaller Than 3 Inches)

Gate valves smaller than 3 inch size on buried Piping MSS SP-80, Class 150, solid wedge, nonrising stem. Valves shall have flanged or threaded end connections, with a union on one side of the valve. Provide handwheel operators.

2.2.2.5 Curb Boxes

Provide a curb box for each curb or service stop. Curb boxes shall be of cast iron of a size suitable for the stop on which it is to be used. Provide a round head. Cast the word "WATER" on the lid. Each box shall have a heavy coat of bituminous paint.

2.2.2.6 Valve Boxes

Provide a valve box for each gate valve on buried piping. Valve boxes shall be of cast iron of a size suitable for the valve on which it is to be used and shall be adjustable. Provide a round head. Cast the word "WATER" on the lid. The least diameter of the shaft of the box shall be 5 1/4 inches.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES

3.1.1 General Requirements for Installation of Pipelines

These requirements shall apply to all pipeline installation except where specific exception is made in the "Special Requirements..." paragraphs.

3.1.1.1 Location of Water Lines

Terminate the work covered by this section at a point approximately 5 feet from the building, unless otherwise indicated. Do not lay water lines in the same trench with gas lines fuel lines or electric wiring.

a. Water Piping Installation Parallel With Sewer Piping

(1) Normal Conditions: Lay water piping at least 6 feet horizontally from a sewer or sewer manhole whenever possible. Measure the distance edge-to-edge.

(2) Unusual Conditions: When local conditions prevent a horizontal separation of 6 feet, the water piping may be laid closer to a sewer or sewer manhole provided that:

- (a) The bottom (invert) of the water piping shall be at least 18 inches above the top (crown) of the sewer piping.
 - (b) Where this vertical separation cannot be obtained, the sewer piping shall be constructed of AWWA-approved water pipe and pressure tested in place without leakage prior to backfilling.
 - (c) The sewer manhole shall be of watertight construction and tested in place.
- b. Installation of Water Piping Crossing Sewer Piping
- (1) Normal Conditions: Water piping crossing above sewer piping shall be laid to provide a separation of at least 18 inches between the bottom of the water piping and the top of the sewer piping.
 - (2) Unusual Conditions: When local conditions prevent a vertical separation described above, use the following construction:
 - (a) Sewer piping passing over or under water piping shall be constructed of AWWA-approved ductile iron water piping, pressure tested in place without leakage prior to backfilling.
 - (b) Water piping passing under sewer piping shall, in addition, be protected by providing a vertical separation of at least 18 inches between the bottom of the sewer piping and the top of the water piping; adequate structural support for the sewer piping to prevent excessive deflection of the joints and the settling on and breaking of the water piping; and that the length, minimum 20 feet, of the water piping be centered at the point of the crossing so that joints shall be equidistant and as far as possible from the sewer piping.
- c. Sewer Piping or Sewer Manholes: No water piping shall pass through or come in contact with any part of a sewer manhole.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 02315, "Excavation and Fill."

3.1.1.3 Pipe Laying and Jointing

Remove fins and burrs from pipe and fittings. Before placing in position, clean pipe, fittings, valves, and accessories, and maintain in a clean condition. Provide proper facilities for lowering sections of pipe into trenches. Do not under any circumstances drop or dump pipe, fittings, valves, or any other water line material into trenches. Cut pipe accurately to length established at the site and work into place without springing or forcing. Replace by one of the proper length any pipe or fitting that does not allow sufficient space for proper installation of jointing material. Blocking or wedging between bells and spigots will not be permitted. Lay bell-and-spigot pipe with the bell end pointing in the direction of laying. Grade the pipeline in straight lines; avoid the formation of dips and low points. Support pipe at proper elevation and grade. Secure firm, uniform support. Wood support blocking will not be permitted. Lay pipe so that the full length of each section of pipe and each fitting will rest solidly on the pipe bedding; excavate recesses to accommodate bells, joints, and couplings. Provide anchors

and supports where necessary for fastening work into place. Make proper provision for expansion and contraction of pipelines. Keep trenches free of water until joints have been properly made. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Do not lay pipe when conditions of trench or weather prevent installation. Depth of cover over top of pipe shall not be less than 2 1/2 feet.

3.1.1.4 Installation of Tracer Wire

Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.

3.1.1.5 Connections to Existing Water Lines

Make connections to existing water lines after approval is obtained and with a minimum interruption of service on the existing line. Make connections to existing lines under pressure in accordance with the recommended procedures of the manufacturer of the pipe being tapped, except as otherwise specified, tap concrete pipe in accordance with AWWA M9 for tapping concrete pressure pipe.

3.1.2 Special Requirements for Installation of Water Mains

3.1.2.1 Installation of Ductile-Iron Piping

Unless otherwise specified, install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" and with the requirements of AWWA C600 for pipe installation, joint assembly, valve-and-fitting installation, and thrust restraint.

- a. Jointing: Make mechanical joints with the gaskets, glands, bolts, and nuts specified for this type joint; assemble in accordance with the applicable requirements of AWWA C600 for joint assembly and the recommendations of Appendix A to AWWA C111/A21.11. Assemble joints made with sleeve-type mechanical couplings in accordance with the recommendations of the coupling manufacturer. Make insulating joints with the gaskets, sleeves, washers, bolts, and nuts previously specified for this type joint. Assemble insulating joints as specified for flanged joints, except that bolts with insulating sleeves shall be full size for the bolt holes. Ensure that there is no metal-to-metal contact between dissimilar metals after the joint has been assembled.
- b. Pipe Anchorage: Provide concrete thrust blocks for pipe anchorage. Thrust blocks shall be in accordance with the requirements of AWWA C600 for thrust restraint, except that size and positioning of thrust blocks shall be as indicated. Use concrete, ASTM C 94, having a minimum compressive strength of 2,500 psi at 28 days; or use concrete of a mix not leaner than one part cement, 2 1/2 parts sand, and 5 parts gravel, having the same minimum compressive strength. Metal harness, if required, shall be in accordance with the requirements of AWWA C600 for thrust restraint, using tie rods and clamps as shown in NFPA 24, except as otherwise indicated.

3.1.2.2 Installation of PVC Plastic Water Main Pipe

Installation of PVC Plastic Water Main Pipe and Associated Fittings: Unless otherwise specified, install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines"; with the requirements of UBPPA UNI-B-3 for laying of pipe, joining PVC pipe to fittings and accessories, and setting of hydrants, valves, and fittings; and with the recommendations for pipe joint assembly and appurtenance installation in AWWA M23, Chapter 7, "Installation."

- a. Jointing: Make push-on joints with the elastomeric gaskets specified for this type joint, using either elastomeric-gasket bell-end pipe or elastomeric-gasket couplings. For pipe-to-pipe push-on joint connections, use only pipe with push-on joint ends having factory-made bevel; for push-on joint connections to metal fittings, valves, and other accessories, cut spigot end of pipe off square and re-bevel pipe end to a bevel approximately the same as that on ductile-iron pipe used for the same type of joint. Use an approved lubricant recommended by the pipe manufacturer for push-on joints. Assemble push-on joints for pipe-to-pipe joint connections in accordance with the requirements of UBPPA UNI-B-3 for laying the pipe and the recommendations in AWWA M23, Chapter 7, "Installation," for pipe joint assembly. Assemble push-on joints for connection to fittings, valves, and other accessories in accordance with the requirements of UBPPA UNI-B-3 for joining PVC pipe to fittings and accessories and with the applicable requirements of AWWA C600 for joint assembly. Make compression-type joints/mechanical joints with the gaskets, glands, bolts, nuts, and internal stiffeners previously specified for this type joint; assemble in accordance with the requirements of UBPPA UNI-B-3 for joining PVC pipe to fittings and accessories, with the applicable requirements of AWWA C600 for joint assembly, and with the recommendations of Appendix A to AWWA C111/A21.11. Cut off spigot end of pipe for compression-type joint/mechanical-joint connections and do not re-bevel. Assemble joints made with sleeve-type mechanical couplings in accordance with the recommendations of the coupling manufacturer using internal stiffeners as previously specified for compression-type joints.
- b. Pipe Anchorage: Provide concrete thrust blocks for pipe anchorage. Thrust blocks shall be in accordance with the requirements of UBPPA UNI-B-3 for reaction or thrust blocking and plugging of dead ends, except that size and positioning of thrust blocks shall be as indicated. Use concrete, ASTM C 94, having a minimum compressive strength of 2,500 psi at 28 days; or use concrete of a mix not leaner than one part cement, 2 1/2 parts sand, and 5 parts gravel, having the same minimum compressive strength.

3.1.2.3 Installation of Polyethylene (PE) Plastic Piping

PE pipes shall be installed in accordance with ASTM D 2774.

3.1.2.4 Installation of Valves and Hydrants

- a. Installation of Valves: Install gate valves, AWWA C500 and UL 262, in accordance with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix ("Installation, Operation, and Maintenance of Gate Valves") to AWWA C500. Install gate valves, AWWA C509, in accordance

with the requirements of AWWA C600 for valve-and-fitting installation and with the recommendations of the Appendix ("Installation, Operation, and Maintenance of Gate Valves") to AWWA C509. Install gate valves on PVC water mains in accordance with the recommendations for appurtenance installation in AWWA M23, Chapter 7, "Installation." Install check valves in accordance with the applicable requirements of AWWA C600 for valve-and-fitting installation, except as otherwise indicated. Make and assemble joints to gate valves and check valves as specified for making and assembling the same type joints between pipe and fittings.

- b. Installation of Hydrants: Install hydrants in accordance with AWWA C600 for hydrant installation and as indicated. Make and assemble joints as specified for making and assembling the same type joints between pipe and fittings. Install hydrants with the 4 1/2 inch connections facing the adjacent paved surface. If there are two paved adjacent surfaces, contact the Owner for further instructions.

3.1.3 Installation of Water Service Piping

3.1.3.1 Location

Connect water service piping to the existing meter at the curb stop.

3.1.3.2 Service Line Connections to Water Mains

Connect service lines 2 inch size and smaller to the main by a corporation stop and gooseneck and install a service stop below the frostline. Connect service lines to PVC plastic water mains in accordance with UBPPA UNI-B-8 and the recommendations of AWWA M23, Chapter 9, "Service Connections."

3.1.4 Disinfection

Disinfect new water piping and existing water piping affected by Contractor's operations in accordance with AWWA C651. Fill piping systems with solution containing minimum of 50 parts per million of available chlorine and allow solution to stand for minimum of 24 hours. Flush solution from the systems with domestic water until maximum residual chlorine content is within the range of 0.2 and 0.5 parts per million, or the residual chlorine content of domestic water supply. Obtain at least two consecutive satisfactory bacteriological samples from new water piping, analyze by a certified laboratory, and submit the results prior to the new water piping being placed into service. Disinfection of systems supplying nonpotable water is not required.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Owner will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests, and provide labor, equipment, and incidentals required for testing. The Contractor shall produce evidence, when required, that any item of work has been constructed in accordance with the drawings and specifications.

3.2.2 Testing Procedure

Test water mains and water service lines in accordance with the applicable specified standard, except for the special testing requirements given in paragraph entitled "Special Testing Requirements." Test ductile-iron water mains in accordance with the requirements of AWWA C600 for hydrostatic testing. The amount of leakage on ductile-iron pipelines with mechanical-joints shall not exceed the amounts given in AWWA C600; no leakage will be allowed at joints made by any other method. Test PVC plastic water mains and water service lines made with PVC plastic water main pipe in accordance with the requirements of AWWA C605.

3.2.3 Special Testing Requirements

For pressure test, use a hydrostatic pressure 50 psi greater than the maximum working pressure of the system, except that for those portions of the system having pipe size larger than 2 inches in diameter, hydrostatic test pressure shall be not less than 200 psi. Hold this pressure for not less than 2 hours. Prior to the pressure test, fill that portion of the pipeline being tested with water for a soaking period of not less than 24 hours. For leakage test, use a hydrostatic pressure not less than the maximum working pressure of the system. Leakage test may be performed at the same time and at the same test pressure as the pressure test.

-- End of Section --

SANITARY SEWERAGE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall current be the most issue.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 74	Cast Iron Soil Pipe and Fittings
ASTM C 564	Rubber Gaskets for Cast Iron Soil Pipe and Fittings
ASTM C 972	Compression-Recovery of Tape Sealant
ASTM C 990	Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM D 412	Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension
ASTM D 624	Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
ASTM D 2321	Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
ASTM D 4101	Propylene Plastic Injection and Extrusion Materials

UNI-BELL PVC PIPE ASSOCIATION (UBPPA)

UBPPA UNI-B-6	Low-Pressure Air Testing of Installed Sewer Pipe
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1.2 SYSTEM DESCRIPTION

1.2.1 Sanitary Sewer Gravity Pipeline

Provide mains and laterals of polyvinyl chloride (PVC) plastic pipe.

Provide new and modify existing exterior sanitary gravity sewer piping and appurtenances. Provide each system complete and ready for operation. The exterior sanitary gravity sewer system includes equipment, materials, installation, and workmanship as specified herein more than 5 feet outside of building walls.

1.3 SUBMITTALS

Submit the following, SUBMITTALS, PRODUCTS, AND SUBSTITUTIONS:

SD-02 Shop Drawings

Precast concrete manhole

Metal items

Frames, covers, and gratings

SD-03 Product Data

Pipeline materials including joints, fittings, and couplings

Submit manufacturer's standard drawings or catalog cuts.

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Delivery and Storage

1.4.1.1 Piping

Inspect materials delivered to site for damage; store with minimum of handling. Store materials on site in enclosures or under protective coverings. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

1.4.1.2 Cement, Aggregate, and Reinforcement

As specified in Section 03 30 00, "Cast-In-Place Concrete."

1.4.2 Handling

Handle pipe, fittings, and other accessories in such manner as to ensure delivery to the trench in sound undamaged condition. Carry, do not drag, pipe to trench.

PART 2 PRODUCTS

2.1 PIPELINE MATERIALS

ASTM A 74, with ASTM C 564 compression-type rubber gaskets.

2.2 CONCRETE MATERIALS

Concrete materials shall be as specified in Section 03 30 00, "Cast-In-Place Concrete."

2.3 MISCELLANEOUS MATERIALS

2.3.1 Precast Concrete and Associated Materials

2.3.1.1 Precast Concrete Manhole Sections

Precast concrete manhole risers, base sections, and tops shall conform to ASTM C 478. Base and first riser shall be monolithic.

2.3.1.2 Gaskets and Connectors

Gaskets for joints between manhole sections shall conform to ASTM C 443. Resilient connectors for making joints between manhole and pipes entering manhole shall conform to ASTM C 923 or ASTM C 990.

2.3.1.3 External Preformed Rubber Joint Seals

An external preformed rubber joint seal shall be an accepted method of sealing cast iron covers to precast concrete sections to prevent ground water infiltration into sewer systems. All finished and sealed manholes constructed in accordance with paragraph entitled "Manhole Construction" shall be tested for leakage in the same manner as pipelines as described in paragraph entitled "Leakage Tests." The seal shall be multi-section with a neoprene rubber top section and all lower sections made of Ethylene Propylene Di Monomer (EPDM) rubber with a minimum thickness of 60 mils. Each unit shall consist of a top and bottom section and shall have mastic on the bottom of the bottom section and mastic on the top and bottom of the top section. The mastic shall be a non-hardening butyl rubber sealant and shall seal to the cone/top slab of the manhole/catch basin and over the lip of the casting. Extension sections shall cover up to two more adjusting rings. Properties and values are listed in the following tables:

Properties, Test Methods and Minimum Values for
Rubber used in Preformed Joint Seals

Physical Properties	Test Methods	EPDM	Neoprene	Butyl mastic
Tensile, psi	ASTM D 412	1840	2195	-
Elongation percent	ASTM D 412	553	295	350
Tear Resistance, ppi (Die B)	ASTM D 624	280	160	-
Rebound, percent, 5 minutes	ASTM C 972 (mod.)	-	-	11
Rebound, percent, 2 hours	ASTM C 972	-	-	12

2.3.2 Metal Items

2.3.2.1 Frames, Covers, and Gratings for Manholes

Cast iron; frames, covers, and gratings shall be as indicated.

2.3.2.2 Manhole Steps

Zinc-coated steel as indicated conforming to 29 CFR 1910.27. As an option, plastic or rubber coating pressure-molded to the steel may be used. Plastic coating shall conform to ASTM D 4101, copolymer polypropylene. Rubber shall conform to ASTM C 443, except shore A durometer hardness shall be 70 plus or minus 5. Aluminum steps or rungs will not be permitted. Steps are not required in manholes less than 4 feet deep.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

3.1.1 General Requirements for Installation of Pipelines

Apply except where specific exception is made in the following paragraphs entitled "Special Requirements."

3.1.1.1 Location

The work covered by this section shall terminate at a point approximately 5 feet from the building , unless otherwise indicated.

a. Sanitary piping installation parallel with water line:

(1) Normal conditions: Sanitary piping or manholes shall be laid at least 6 feet horizontally from a water line whenever possible. The distance shall be measured edge-to-edge.

(2) Unusual conditions: When local conditions prevent a horizontal separation of 6 feet, the sanitary piping or manhole may be laid closer to a water line provided that:

(a) The top (crown) of the sanitary piping shall be at least 18 inches below the bottom (invert) of the water main.

(b) Where this vertical separation cannot be obtained, the sanitary piping shall be constructed of AWWA-approved ductile iron water pipe pressure tested in place without leakage prior to backfilling.

(c) The sewer manhole shall be of watertight construction and tested in place.

b. Installation of sanitary piping crossing a water line:

(1) Normal conditions: Lay sanitary piping crossing water lines to provide a separation of at least 18 inches between the top of the sanitary piping and the bottom of the water line whenever possible.

(2) Unusual conditions: When local conditions prevent a vertical separation described above, use the following construction:

(a) Sanitary piping passing over or under water lines shall be constructed of AWWA-approved ductile iron water pipe, pressure tested in place without leakage prior to backfilling.

(b) Sanitary piping passing over water lines shall, in addition, be protected by providing:

1. A vertical separation of at least 18 inches between the bottom of the sanitary piping and the top of the water line.

2. Adequate structural support for the sanitary piping to prevent excessive deflection of the joints and the settling on and breaking of the water line.

3. That the length, minimum 20 feet, of the sanitary piping be centered at the point of the crossing so that joints shall be equidistant and as far as possible from the water line.

c. Sanitary sewer manholes: No water piping shall pass through or come in contact with any part of a sanitary sewer manhole.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 02315, "Excavation and Fill."

3.1.1.3 Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; replace those found defective and remove from site. Provide proper facilities for lowering sections of pipe into trenches. Lay nonpressure pipe with the bell or groove ends in the upgrade direction. Adjust spigots in bells and tongues in grooves to give a uniform space all around. Blocking or wedging between bells and spigots will not be permitted. Replace by one of the proper dimensions, pipe or fittings that do not allow sufficient space for installation of joint material. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

3.1.1.4 Connections to Existing Lines

Obtain approval from the Owner before making connection to existing line. Conduct work so that there is minimum interruption of service on existing line.

3.1.2 Special Requirements

3.1.2.1 Installation of PVC Plastic Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the requirements of ASTM D 2321 for laying and joining pipe and fittings. Make joints with the gaskets specified for joints with this piping and assemble in accordance with the requirements of ASTM D 2321 for assembly of joints. Make joints to other pipe materials in accordance with the recommendations of the plastic pipe manufacturer.

3.1.2.2 Cleanouts

Construct cleanouts of cast iron soil pipe and fittings.

3.1.3 Concrete Work

Cast-in-place concrete is included in Section 03 30 0, "Cast-In-Place Concrete."

3.1.4 Manhole Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. Make inverts in cast-in-place concrete and precast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent sewer sections. For changes in direction of the sewer and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. No parging will be permitted on interior manhole walls. For precast concrete construction, make joints between manhole sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Parging will not be required for precast concrete manholes. Cast-in-place concrete work shall be in accordance with the requirements specified under paragraph entitled "Concrete Work" of this section. Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose; install in accordance with the recommendations of the connector manufacturer. Where a new manhole is constructed on an existing line, remove existing pipe as necessary to construct the manhole. Cut existing pipe so that pipe ends are approximately flush with the interior face of manhole wall, but not protruding into the manhole. Use resilient connectors as previously specified for pipe connectors to concrete manholes.

3.1.5 Miscellaneous Construction and Installation

3.1.5.1 Metal Work

- a. Workmanship and finish: Perform metal work so that workmanship and finish will be equal to the best practice in modern structural shops and foundries. Form iron to shape and size with sharp lines and angles. Do shearing and punching so that clean true lines and surfaces are produced. Make castings sound and free from warp, cold shuts, and blow holes that may impair their strength or appearance. Give exposed surfaces a smooth finish with sharp well-defined lines and arises.

Provide necessary rabbets, lugs, and brackets wherever necessary for fitting and support.

- b. Field painting: After installation, clean cast-iron frames, covers, gratings, and steps not buried in concrete to bare metal of mortar, rust, grease, dirt, and other deleterious materials and apply a coat of bituminous paint. Do not paint surfaces subject to abrasion.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Owner will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed in accordance with the drawings and specifications.

3.2.2 Tests for Nonpressure Lines

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. When pressure piping is used in a nonpressure line for nonpressure use, test this piping as specified for nonpressure pipe.

3.2.2.1 Leakage Tests

Test lines for leakage by either infiltration tests or exfiltration tests, or by low-pressure air tests. Prior to testing for leakage, backfill trench up to at least lower half of pipe. When necessary to prevent pipeline movement during testing, place additional backfill around pipe sufficient to prevent movement, but leaving joints uncovered to permit inspection. When leakage or pressure drop exceeds the allowable amount specified, make satisfactory correction and retest pipeline section in the same manner. Correct visible leaks regardless of leakage test results.

- a. Infiltration tests and exfiltration tests: leakage from infiltration or exfiltration shall not exceed 200 gallons per day per inch diameter per mile of pipe for any section of the system,. Exfiltration or infiltration tests shall be performed with a minimum positive head of two feet.
- b. Low-pressure air tests: Perform tests as follows:
 - (1) PVC plastic pipelines: Test in accordance with ASTM F-1417 for PVC pipe and ASTM C-1244 for concrete manholes.

3.2.2.2 Deflection Tests

No pipe shall have deflection exceeding 5%. At least thirty days following completion of backfill and compaction, a rigid ball or mandrel at least 95% of the ID of the pipe, shall be pulled through the pipe without the assistance of mechanical pulling devices.

-- End of Section --

STORM DRAINAGE

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. The publications shall be the most current issue.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO M198 Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets

AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)

ACPA 01-102 Concrete Pipe Handbook

ACPA 01-103 Concrete Pipe Installation Manual

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 497 Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement

ASTM A 615/A 615M Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

ASTM C 32 Sewer and Manhole Brick (Made from Clay or Shale)

ASTM C 62 Building Brick (Solid Masonry Units Made from Clay or Shale)

ASTM C 76M Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (Metric)

ASTM C 139 Concrete Masonry Units for Construction of Catch Basins and Manholes

ASTM C 150 Portland Cement

ASTM C 270 Mortar for Unit Masonry

ASTM C 476 Grout for Masonry

ASTM D 3034	Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D 3212	Joints for Drain and Sewer Plastic Pipe Using Flexible Elastomeric Seals
ASTM D 4101	Propylene Plastic Injection and Extrusion Materials
ASTM F 477	Elastomeric Seals (Gaskets) for Joining Plastic Pipe

1.2 SUBMITTALS

Submit the following, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

SD-02 Shop Drawings

Precast concrete structures

Metal items

SD-03 Product Data

Concrete piping including fittings and jointing materials

Subsurface drainage piping including fittings and jointing materials

SD-07 Certificates

Pipeline and fittings, including factory-applied linings and joint materials

Cast-iron frames, covers, and gratings

Precast concrete structures

Submit certificates attesting that tests set forth in each applicable referenced publication have been performed, whether specified in that publication to be mandatory or otherwise and that production control tests have been performed at the frequency or intervals specified in the publication. Other tests shall have been performed within 3 years of the date of submittal of certificates on the same type, class, grade, and size of material as is being provided for the project.

1.3 DELIVERY, STORAGE, AND HANDLING

1.3.1 Delivery and Storage

1.3.1.1 Piping

Inspect materials delivered to site for damage; store with minimum of handling. Store plastic piping and jointing materials and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

1.3.1.2 Metal Items

Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

1.3.2 Handling

Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Carry, do not drag pipe to trench.

PART 2 PRODUCTS

2.1 PIPELINE AND CULVERT MATERIALS

2.1.1 Concrete Piping

2.1.1.1 Concrete Pipe and Fittings

Storm drainage pipe shall be reinforced concrete pipe conforming to ASTM C 76, Class III. Cement used in manufacturing pipe and fittings shall be Type II conforming to ASTM C 150.

2.1.1.2 Jointing Materials for Concrete Piping

Gaskets and pipe ends for rubber gasket joint shall conform to ASTM C 443. Gaskets shall be suitable for use with sewage.

2.2 CONCRETE MATERIALS

Provide as specified in Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest Addition) Section 346 "Structural Portland Cement Concrete".

2.3 MISCELLANEOUS MATERIALS

2.3.1 Drainage Structures

Construct of clay brick, solid concrete masonry units or concrete. Precast structures may be provided in lieu of cast-in-place concrete. Pipe-to-wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C 923 resilient connectors. Bases shall have smooth inverts accurately shaped to a semicircular bottom conforming to the inside contour of the adjacent sewer sections. Changes in direction of the sewer and entering branches into the manhole shall have a circular curve in the manhole invert of as large a radius as the size of the manhole will permit.

2.3.1.1 Precast Concrete Structures

ASTM C 478, except as specified herein. Provide a minimum wall thickness of 5 inches. ASTM A 615/A 615M reinforcing bars. ASTM A 497 welded wire fabric. ASTM C 443 or

AASHTO M198, Type B gaskets for joint connections. Provide a 4 inch layer of clean gravel bedding with a maximum size of 2 inches.

2.3.2 Masonry Materials

Shall conform to the following specifications and other requirements specified hereunder.

2.3.2.1 Brick

ASTM C 32, Grade MS, or ASTM C 62, Grade SW, except that the absorption test will be waived.

2.3.2.2 Concrete Masonry Units

ASTM C 139.

2.3.2.3 Mortar

ASTM C 270, Type M.

2.3.2.4 Water

Water for masonry mortar shall be fresh, clean, potable.

2.3.2.5 Grout

ASTM C 476.

2.3.3 Metal Items

2.3.3.1 Frames, Covers, and Gratings

Shall be cast iron as indicated.

2.3.3.2 Drainage Structure Steps

Zinc-coated steel. As an option, plastic or rubber coating pressure-molded to the steel may be used. Plastic coating shall conform to ASTM D 4101, copolymer polypropylene. Rubber shall conform to ASTM C 443, except shore A durometer hardness shall be 70 plus or minus 5. For curb inlets, steel sump ladder rungs as indicated may be used in lieu of cast-iron steps; rungs shall be zinc-coated after fabrication. Aluminum steps or rungs will not be permitted. Steps are not required in manholes, curb inlets, or catch basins less than 4 feet deep.

2.4 FLARED ENDS

Flared end sections shall be same material as pipe material except that only reinforced concrete flared ends shall be provided for concrete pipe.

2.5 EROSION CONTROL RIPRAP

Provide naturally occurring stone with minimum weight of 50 pounds, but not exceeding 15 inches in its greatest dimension and choked with sufficient small rocks to provide a dense mass with a minimum thickness of 8 inches or as indicated.

PART 3 EXECUTION

3.1 INSTALLATION OF PIPELINES AND APPURTENANT CONSTRUCTION

3.1.1 General Requirements for Installation of Pipelines

These requirements shall apply to pipeline installation.

3.1.1.1 Location

The work covered by this section shall terminate at a point approximately 5 feet from the building, unless otherwise indicated on the drawings.

3.1.1.2 Earthwork

Perform earthwork operations in accordance with Section 31 00 00, "Excavation and Fill."

3.1.1.3 Pipe Laying and Jointing

Inspect each pipe and fitting before and after installation; remove those found defective from site and replace with new. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell ends in the upgrade direction. Adjust spigots in bells to produce a uniform space. Blocking or wedging between bells and spigots will not be permitted. Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper calking or installation of joint material. At the end of each work day, close open ends of pipe temporarily with wood blocks or bulkheads. Provide batterboards not more than 25 feet apart in trenches for checking and ensuring that pipe invert elevations are as indicated. Laser beam method may be used in lieu of batterboards for the same purpose.

3.1.1.4 Connections to Existing Lines

Notify Owner in writing at least 10 days prior to date that connections are to be made. Obtain approval of the Owner before interrupting service. Conduct work so that there is minimum interruption of service on existing line.

3.1.2 Special Requirements

3.1.2.1 Installation of Concrete Piping

Install pipe and fittings in accordance with paragraph entitled "General Requirements for Installation of Pipelines" of this section and with the provisions for rubber gasket jointing and jointing procedures of ACPA 01-103 or of ACPA 01-102, Chapter 9. Make joints with the gaskets previously specified for joints with this piping. Clean and dry surfaces receiving lubricants, cements, or adhesives. Affix gaskets to pipe not more than 24 hours prior to the installation of the pipe. Protect gaskets from sun, blowing dust, and other deleterious agents

at all times. Before installation of the pipe, inspect gaskets and remove and replace loose or improperly affixed gaskets. Align each pipe section with the previously installed pipe section, and pull the joint together. If, while pulling the joint, the gasket becomes loose and can be seen through the exterior joint recess when the pipe is pulled up to within one inch of closure, remove the pipe and remake the joint.

3.1.3 Concrete Work

Perform cast-in-place concrete work in accordance with Section 03 30 00, "Cast-In-Place Concrete."

3.1.4 Manhole, Curb Inlet, and Catch Basin Construction

Construct base slab of cast-in-place concrete or use precast concrete base sections. Make inverts in cast-in-place concrete and precast concrete bases with a smooth-surfaced semi-circular bottom conforming to the inside contour of the adjacent drainage sections. For changes in direction of drains and entering branches into the manhole, make a circular curve in the manhole invert of as large a radius as manhole size will permit. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab. For precast concrete construction, make joints between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of precast concrete manholes, curb inlets, and catch basins. Parging will not be required for precast concrete manholes. Cast-in-place concrete work shall be in accordance with the paragraph entitled, "Concrete Work." Make joints between concrete manholes and pipes entering manholes with the resilient connectors specified for this purpose or mortared to produce a watertight joint; install in accordance with the recommendations of the connector manufacturer. Where a new manhole is constructed on an existing line, remove existing pipe as required to construct the manhole. Cut existing pipe so that pipe ends are approximately flush with the interior face of manhole wall, but not protruding beyond into the manhole.

3.1.5 Metal Work

3.1.5.1 Workmanship and Finish

Perform metal work so that workmanship and finish will be equal to the best practice in modern structural shops and foundries. Form iron and steel to shape and size with sharp lines and angles. Do shearing and punching so that clean true lines and surfaces are produced. Make castings sound and free from warp, cold shuts, and blow holes that may impair their strength or appearance. Give exposed surfaces a smooth finish with sharp well-defined lines and arises. Provide rabbets, lugs, and brackets wherever necessary for fitting and support.

3.1.5.2 Field Painting

After installation, clean cast-iron frames, covers, gratings, and steps not buried in masonry or concrete to bare metal of mortar, rust, grease, dirt, and other deleterious materials and apply a coat of bituminous paint.

3.2 FIELD QUALITY CONTROL

3.2.1 Field Tests and Inspections

The Owner will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment, and incidentals required for testing. Be able to produce evidence, when required, that each item of work has been constructed properly in accordance with the drawings and specifications.

3.2.2 Pipeline Testing

Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of line. Provide "as-built" elevation data of the entrance and exit of each structure.

3.2.3 Field Tests for Concrete

Field testing requirements are covered in Section 03 30 00, "Cast-In-Place Concrete."

-- End of Section --

END OF PROJECT MANUAL