
Taylor West Weber Park District

1800 SOUTH PARK IMPROVEMENTS

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

April 2024

PROJECT MANUAL

for

TAYLOR WEST WEBER PARK DISTRICT

1800 SOUTH PARK IMPROVEMENTS

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**SUMMARY OVERVIEW (BRIEF)
1800 SOUTH PARK IMPROVEMENTS**

**This page is intended to be a helpful reference for the Project and does not replace the information contained in the full Project Manual or from any subsequent Addenda. The Contractor is responsible to review and follow the requirements of the Project Manual.*

RECEIPT OF BIDS: April 17, 2024 @ 3:00 pm, *See Advertisement for more info*

DESCRIPTION OF WORK: Construction of new park improvements for the Taylor West Weber Parks District, including parking lots, road improvements along 1800 South in West Haven, utilities, and a potential walking path. *This is not the full scope of work. See Bid Schedule and Drawings for additional info.*

LOCATION OF THE WORK: 1800 South and approx. 4075 West, Weber County

COMPLETION DATE: October 31, 2024, *See Agreement for more info.*

ENGINEER'S ESTIMATE: \$572,514.79

BONDS/INSURANCE: Bids shall be accompanied by a Bid Bond. The selected Contractor shall guarantee all work with a Performance Bond, Payment Bond, and Warranty Bond. *See Instructions to Bidders and Agreement for more info.*

WARRANTY: 1-year warranty on all work performed and materials installed is required.

PROJECT ENGINEER: Reeve and Associates - Jeremy Draper, P.E. jdraper@reeve-assoc.com, 801-621-3100

INTERNAL PROJECT DOCUMENT LINKS:

- Bid Schedule
- Measurement and Payment
- Project Specific Specifications (where applicable)
- Drawings

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1800 SOUTH PARK IMPROVEMENTS**

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1800 South Park Improvements Project Specifications (See Cover Sheet for List)

DISTRICT STANDARD SPECIFICATIONS

All provisions of the current adopted Public Works Standards, with all amendments and revisions, are made a part of the Technical Specifications by reference.

2017 MANUAL OF STANDARD SPECIFICATIONS (commonly known as APWA Specs)

Except for the General Conditions (Document 00 72 00), all provisions of the Manual of Standard Specifications, 2017 Edition, as published by the Utah LTAP Center, Utah State University, Logan, Utah, with all published amendments, are hereby made a part of the Technical Specifications by reference.

PART 5 – DRAWINGS

Taylor West Weber Park 1800 S Improvement Plans, 16 Sheets

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REFERENCE ONLY
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Part 1: Bidding Requirements

FOR
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DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS FOR 1800 SOUTH PARK IMPROVEMENTS

Sealed Bids for the construction of the **1800 SOUTH PARK IMPROVEMENTS** will be received by **City**, **strictly through email** sent to shane@jonescivil.com AND jdraper@reeve-assoc.com before the bid opening date and time. A public bid opening will still be conducted but attending in person will not be allowed. Bids will be received until 3:00 pm local time on April 17, 2024, which time the Bids will be publicly opened and read aloud via a live video stream to all participants. The Project consists of construction of new park improvements for the Taylor West Weber Parks District, including parking lots, road improvements along 1800 South in West Haven, utilities, and a potential walking path. The project has an Engineer's Estimate of \$572,514.79.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form. All documents listed in paragraph 7.01 of the Bid Form must be emailed. Scanned copies or digital copies of each document are acceptable. Digital photographs will not be accepted.

All who are interested may participate in the bid opening electronically through Zoom Meeting either online: <https://us02web.zoom.us/j/84423120817> or by calling 1 719 359 4580 and entering Meeting ID 84423120817.

No pre-bid conference will be held.

The Issuing Office for the Bidding Documents is: Reeve & Associates, 5160 South 1500 West, Riverdale, Utah, (801) 476-9767. Questions related to the Bidding Documents are to be submitted in writing to Jeremy Draper, jdraper@reeve-assoc.com, 801-621-3100, no later than 5:00 pm on April 10, 2023.

Bidding Documents may be viewed and purchased online at www.jonescivil.com. Following registration and payment of \$20.00, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files. Upon request, a printed copy of the Bidding Documents may be obtained from the Issuing Office for \$40 per copy. Costs related to obtaining Bidding Documents are non-refundable.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the best interests of the Owner.

END OF ADVERTISEMENT FOR BIDS

**DOCUMENT 00 21 13
INSTRUCTIONS TO BIDDERS**

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work:

- A. Bidder shall submit with its Bid those items listed in Paragraph 7.01 of the Bid Form; and
- B. After submitting its Bid and within fourteen (14) days of Owner's request, Bidder shall submit those items listed in Paragraph 7.02 of the Bid Form.
- C. When providing Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. The Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- B. Not Used.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
- b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
- d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. not used;

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 No pre-Bid conference will be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing no later than 72 hours in advance of the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and

in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved, if specified, and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 72 hours prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 After the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors performing greater than 5% of the work (cost-based), as well any material suppliers, pipe and appurtenance suppliers, asphalt suppliers, concrete suppliers, and other suppliers as requested by Owner or Engineer.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink, and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Base Bid with Alternates*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the base Bid and include separate unit prices for each item of Work listed in each alternate described in the Bidding Documents and as provided for in the Bid Form, unless otherwise indicated. The total price for each alternate will be the amount added to or deleted from the total base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

14.02 *Sectional Bids*

- A. Bidders may submit a Bid on a unit price basis for any individual section or any combination of sections, as set forth in the Bid Form. When submitting a Bid for a section, a unit price shall be specified for each item of Work in that section.

- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections shall be capable of completing the Work covered by those sections within the time period stated in the Agreement.

14.03 Unit Price

- A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions. Unit Price shall be submitted as dollars and cents with no more than 2 decimal points given (e.g., \$2.50).
- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.04 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Bid Form is to be completed and submitted with the Bid Security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and via email to shane@jonescivil.com AND jdraper@reeve-assoc.com with the following subject line: **BID ENCLOSED: 1800 SOUTH PARK IMPROVEMENTS**. The email must include the name and address of Bidder, a completed Bid Form (Document 00 41 23), a scanned copy of the Bid Security, and other required documents as listed in 7.01 of the Bid Form. Scanned copies or digital copies of each document are acceptable. Photographs will not be accepted. It is the responsibility of the Bidder to verify receipt of the Bid.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. When unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. Discrepancies between the multiplication of units of Work and

unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Unit prices shall be rounded to the hundredth of a dollar (e.g. \$1.67, not \$1.666).

C. *Base Bid with Alternates*

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes, alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

D. *Sectional Bids*

For determination of the apparent low Bidder(s), Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

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

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within ten (10) days thereafter, Owner shall deliver one (1) fully executed counterpart of the Agreement to

Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

END OF INSTRUCTIONS TO BIDDERS

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

DOCUMENT 00 41 23
BID FORM

1800 SOUTH PARK IMPROVEMENTS

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FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted via email to shane@jonescivil.com AND jdraper@reeve-assoc.com, who receives it on behalf of the Taylor West Weber Park District.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

FOR BIDDING REFERENCE ONLY
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Schedule on following page(s)

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**BID SCHEDULE
TAYLOR WEST WEBER PARK DISTRICT
1800 SOUTH PARK IMPROVEMENTS**

CONTRACTOR: _____

BASE BID

| Item # | M&P Reference* | Bid Item Description | Estimated Quantity | Unit | Unit Price** | Bid Price |
|---|----------------|--|--------------------|------|--------------|-----------|
| IMPROVEMENT AREA "A"-NORTH PARKING LOT | | | | | | |
| 1 | 001 | Mobilization | 1 | ls | \$ | \$ |
| 2 | 002 | UPDES Storm Water Regulations Compliance (Over One Acre) | 1 | ls | \$ | \$ |
| 3 | 005 | Traffic Control | 1 | ls | \$ | \$ |
| 4 | 500 | Clear and Grub Site | 1.25 | ac | \$ | \$ |
| 5 | 502 | Site Excavation | 1 | ls | \$ | \$ |
| 6 | 502 | Basin Excavation | 1 | ls | \$ | \$ |
| 7 | 505 | Import Trench Backfill | 375 | ton | \$ | \$ |
| 8 | 600 | Saw Cut Asphalt | 320 | lf | \$ | \$ |
| 9 | 618 | Hot Mix Asphalt (HMA) (3" Thick) | 650 | ton | \$ | \$ |
| 10 | 626 | New Parking Lot Striping | 1,680 | lf | \$ | \$ |
| 11 | 627 | New Pavement Markings | 4 | ea | \$ | \$ |
| 12 | 632 | New Concrete Curb and Gutter | 1,500 | lf | \$ | \$ |
| 13 | 633 | New 4" Concrete Flatwork | 715 | sf | | |
| 14 | 634 | Large Concrete Ped Access Ramp | 5 | ea | \$ | \$ |
| 15 | 634 | Concrete Ped Access Ramp | 4 | ea | \$ | \$ |
| 16 | 637a | Crushed Aggregate (9" Thick) | 2,120 | ton | \$ | \$ |
| 17 | 106 | New 6" PVC Sewer Lateral | 208 | lf | \$ | \$ |
| 18 | 112 | Connect New SS Lateral to Main | 1 | ea | \$ | \$ |
| 19 | 205 | New Storm Drain Pipe (12" RCP) | 94 | lf | \$ | \$ |
| 20 | 210 | New Storm Drain Inlet Box | 2 | ea | \$ | \$ |
| 21 | 211 | New Control Structure | 1 | ea | \$ | \$ |
| 22 | 212 | New Flared End Section | 2 | ea | \$ | \$ |
| 23 | 214 | Connect to Exist Catch Basin | 1 | ea | \$ | \$ |

| | | | | | | |
|----|------|---|--------|----|----|----|
| 24 | 307 | Relocate Fire Hydrant | 1 | ea | \$ | \$ |
| 25 | 315 | New 1" Poly Water Lateral | 200 | lf | \$ | \$ |
| 26 | 316 | Connect New W Lateral to Main | 1 | ea | \$ | \$ |
| 27 | 322 | New Water Meter Box/Assembly | 1 | ea | \$ | \$ |
| 28 | 412 | Secondary Water Service Line | 43 | lf | \$ | \$ |
| 29 | 413 | Connect New SW Lateral to Main | 1 | ea | \$ | \$ |
| 30 | 418 | New Secondary Water Meter Box/Assembly | 1 | ea | \$ | \$ |
| 31 | 702 | New Tree | 28 | ea | \$ | \$ |
| 32 | 704 | New Sprinkler System | 1 | ls | \$ | \$ |
| 33 | 705 | Top Soil | 275 | cy | \$ | \$ |
| 34 | 709 | Landscape Mulch and Fabric | 14,200 | sf | \$ | \$ |
| 35 | 716a | New Landscape Shrubs | 71 | ea | \$ | \$ |

Total Base Bid (Items# 1-35): \$ _____

Additive Alternate #1

| Item # | M&P Reference* | Bid Item Description | Estimated Quantity | Unit | Unit Price** | Bid Price |
|---|----------------|-----------------------------------|--------------------|------|--------------|-----------|
| IMPROVEMENT AREA "B"-SOUTH PARKING LOT | | | | | | |
| B1 | 001 | Additional Mobilization | 1 | ls | \$ | \$ |
| B2 | 002 | Additional Storm Water Compliance | 1 | ls | \$ | \$ |
| B3 | 005 | Additional Traffic Control | 1 | ls | \$ | \$ |
| B4 | 500 | Clear and Grub Site | 1.15 | ac | \$ | \$ |
| B5 | 502 | Excavation | 1 | ls | \$ | \$ |
| B6 | 106 | New 6" PVC Sewer Lateral | 280 | lf | \$ | \$ |
| B7 | 112 | Connect New SS Lateral to Main | 1 | ea | \$ | \$ |
| B8 | 315 | New 1" Poly Water Lateral | 294 | lf | \$ | \$ |
| B9 | 322 | New Water Meter Box/Assembly | 1 | ea | \$ | \$ |
| B10 | 316 | Connect New W Lateral to Main | 1 | ea | \$ | \$ |
| B11 | 618 | Hot Mix Asphalt (HMA) (3" Thick) | 581 | ton | \$ | \$ |
| B12 | 626 | New Parking Lot Striping | 1,645 | ton | \$ | \$ |
| B13 | 627 | New Pavement Markings | 4 | lf | \$ | \$ |
| B14 | 632 | New Concrete Curb and Gutter | 1,010 | ea | \$ | \$ |

| | | | | | | |
|-----|------|--------------------------------|--------|----|----|----|
| B15 | 633 | New 4" Concrete Flatwork | 2,300 | lf | \$ | \$ |
| B16 | 634 | Large Concrete Ped Access Ramp | 4 | sf | \$ | \$ |
| B17 | 637a | Crushed Aggregate (9" Thick) | 2,030 | ea | \$ | \$ |
| B18 | 307 | Relocate Fire Hydrant | 1 | ea | \$ | \$ |
| B19 | 702 | New Tree | 23 | Ea | \$ | \$ |
| B20 | 704 | New Sprinkler System | 1 | ls | \$ | \$ |
| B21 | 705 | Top Soil | 280 | cy | \$ | \$ |
| B22 | 709 | Landscape Mulch and Fabric | 15,300 | sf | \$ | \$ |
| B23 | 716a | New Landscape Shrubs | 92 | ea | \$ | \$ |
| B24 | 224a | New Sidewalk Cross Drain | 1 | ea | \$ | \$ |

Total Additive Alternate #1 Base Bid (Base Bid PLUS Items# B1-B24):

\$ _____

Additive Alternate #2

| Item # | M&P Reference* | Bid Item Description | Estimated Quantity | Unit | Unit Price** | Bid Price |
|---|----------------|-----------------------------------|--------------------|------|--------------|-----------|
| IMPROVEMENT AREA "C"-WALKING TRAIL AND FIELD GRADING | | | | | | |
| C1 | 001 | Additional Mobilization | 1 | ls | \$ | \$ |
| C2 | 002 | Additional Storm Water Compliance | 1 | ls | \$ | \$ |
| C3 | 005 | Additional Traffic Control | 1 | ls | \$ | \$ |
| C4 | 500 | Clear and Grub Site | 5.0 | ac | \$ | \$ |
| C5 | 508 | Site Grading | 175,000 | sf | \$ | \$ |
| C6 | 618 | Asphalt Pathway (2.5" Thick) | 54 | ton | \$ | \$ |
| C7 | 637a | Crushed Aggregate (8" Thick) | 195 | ton | \$ | \$ |
| C8 | 808 | Post and Rail Fence | 2,945 | lf | \$ | \$ |
| C9 | 702 | New Tree | 13 | Ea | \$ | \$ |
| C10 | 705 | Top Soil | 200 | cy | \$ | \$ |
| C11 | 709 | Landscape Mulch and Fabric | 10,500 | sf | \$ | \$ |
| C12 | 716a | New Landscape Shrubs | 52 | ea | \$ | \$ |

Total Additive Alternate #2 Base Bid

(Total Additive Alternate #1 PLUS Items# C1-C12):

\$ _____

***To go directly to Measurement and Payment click here.**

****Unit Price shall contain no more than 2 decimal points (e.g., \$0.00)**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors (see Document 00 43 36 for form);
 - C. Copy of current business license;
 - D. Copy of current Utah contractor's license; and
 - E. E-Verify Form¹ (see Document 00 45 39 for form).
- 7.02 The following documents shall be submitted upon request and made a condition of this Bid:
- A. List of Proposed Suppliers;
 - B. List of Project References; and
 - C. Required Bidder Qualification Statement with supporting data, upon request².

ARTICLE 8 – DEFINED TERMS

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

[CONTINUED ON NEXT PAGE]

¹ Required for those Bidders with 15 or more employees. If not applicable, write "NA" on the form and submit the form as an attachment to the Bid.

² Standard forms will be provided.

ARTICLE 9 – BID SUBMITTAL

BIDDER: _____

Submittal Date: _____

(Indicate correct name of bidding entity)

License Number: _____

BY: _____

Signature: _____

Title: _____

ATTEST: _____

Signature: _____

Title: _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for Giving Notices: _____

Phone: _____

Name: _____

Title: _____

Email: _____

Phone: _____

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

POINT OF CONTACT FOR PROJECT

Is the Point of Contact authorized to sign documents on behalf of the Bidding Entity? YES NO (If no, please complete information below)

AUTHORIZED SIGNATORY

(If different from the point of contact listed above)

Name: _____

Email: _____

Title: _____

END OF BID FORM

DOCUMENT 00 43 13
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (1800 SOUTH PARK IMPROVEMENTS— Include Location):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

2. This obligation shall be null and void if:

2.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the

Bidding Documents and any performance and payment bonds required by the Bidding Documents,
or

2.2 All Bids are rejected by Owner, or

2.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

Prepared by the Engineers Joint Contract Documents Committee.

DOCUMENT 00 43 36
LIST OF PROPOSED SUBCONTRACTORS

| Subcontractor Company Name and Contact Person | Type of Work to be Performed | Estimated Percentage of Work |
|---|------------------------------|------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Additional information to be provided upon Owner's request.

FOR BIDDING REFERENCE ONLY

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DOCUMENT 00 45 39
E-VERIFY FORM

COMPLETE IF COMPANY EMPLOYS OVER 15 EMPLOYEES

Private Employer Affidavit of Compliance Pursuant to Utah Code 63G-12-302

By executing this affidavit, the undersigned private employer verifies its compliance with Utah Code 63G-12-302, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or other authorized Status Verification System, in accordance with the applicable provisions and deadlines established in Utah Code. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Tax ID #

Name of Private Employer on File with E-Verify

I hereby declare under penalty of perjury that the foregoing is true and correct. I also acknowledge that the company will indemnify the Taylor West Weber Park District from all fines, penalties, and costs associated with the company's non-compliance with Utah Code 63G-12-302.

Signature of Authorized Officer or Agent

Date

Printed Name and Title of Authorized Officer or Agent

STATE OF UTAH)
:SS
County of _____)

On _____, _____, 20____, personally appeared before me

_____ the signer of the within instrument, who duly acknowledged to me that she executed the same.

Notary Public

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

REFERENCE ONLY
obtain an original set
specified in the
ly and shall

Part 2: Contracting Requirements

FOR
General Contract
of plans from the original
contract documents. The
not

DOCUMENT 00 51 00
NOTICE OF AWARD

Date of Issuance: _____

Owner: Taylor West Weber Park District

Project: 1800 SOUTH PARK IMPROVEMENTS Engineer: Reeve & Associates

Bidder:

Bidder Address:

TO BIDDER:

You are hereby notified that Owner has accepted your Bid dated April 17, 2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: *Base Bid*

The Contract Price of the awarded Contract is: \$

[1] unexecuted counterparts of the Agreement accompanies this Notice of Award.

You must comply with the following conditions within 15 days of the date of this Notice of Award:

1. Deliver to Owner the Contract security and insurance documentation as specified in the Instructions to Bidders; General Conditions, Articles 2 and 6; and Supplementary Conditions
2. Deliver to Owner the Agreement, fully executed by Bidder (signed electronically or in person, as specified by Engineer)
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Taylor West Weber Park District

By: _____

Title:

Copy: Engineer

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

DOCUMENT 00 52 00
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **Taylor West Weber Park District** ("Owner") and **Contractor Name** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: *Construction of new park improvements for the Taylor West Weber Parks District, including parking lots, road improvements along 1800 South In West Haven, utilities, a potential walking path, and any other items required to render the project complete.*

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **1800 SOUTH PARK IMPROVEMENTS**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Reeve and Associates Engineers.

3.02 The Owner has retained Reeve and Associates Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before **October 31, 2023**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$750.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$750.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Warranty Period

- A. Work will be warranted by the Contractor for one (1) year following the date of the Certificate of Substantial Completion.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 To induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of

- construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Performance bond.
 3. Payment bond.
 4. Warranty bond.
 5. General Conditions (pages 1 to 73, inclusive).
 6. Supplementary Conditions.
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Taylor West Weber 1800 South Improvements.
 9. Addenda (numbers ___ to ___, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

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

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

(continued on next page)

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: TAYLOR WEST WEBER PARK DISTRICT

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Taylor West Weber Park District

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the Office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

DOCUMENT 00 55 00
NOTICE TO PROCEED

Project: 1800 SOUTH PARK IMPROVEMENTS

Effective Date:

Owner: Taylor West Weber Park District

Engineer: Reeve & Associates

Contractor:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ . *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is **October 31, 2023**, and the date of readiness for final payment is November 30, 2023.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions (e.g. NOI, bldg permit, TCP)]

Owner: Taylor West Weber Park District

By: _____

Title: Chairman

Date Issued: _____

Copy: Engineer

EJCDC® C-550, Notice to Proceed.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

DOCUMENT 00 61 13.13
PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: [] None [] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal) Surety's Name and Corporate Seal (seal)

By: Signature Signature (attach power of attorney)

Print Name Print Name

Title Title

Attest: Signature Signature

Title Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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

- excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever

prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EJCDC® C-610, Performance Bond

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DOCUMENT 00 61 13.16
PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Contractor's Name and Corporate Seal (seal) _____ Surety's Name and Corporate Seal (seal) _____

By: _____ Signature _____ By: _____ Signature (attach power of attorney)

Print Name _____ Print Name _____

Title _____ Title _____

Attest: _____ Signature _____ Attest: _____ Signature _____

Title _____ Title _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3 and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and

suit shall be applicable.

- 8 The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

EJCDC® C-615, Payment Bond

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**Document 00 61 13.19
WARRANTY BOND**

| | |
|--|---|
| <p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p> | <p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p> |
| <p>Owner</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p> | <p>Construction Contract</p> <p>Description (<i>name and location</i>): _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> <p>Contract's Date of Substantial Completion: _____</p> |
| <p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Item 8</p> <p>Bond Period: Commencing on the date of Substantial Completion of the Work under the Construction Contract and continuing until 1 year after such Substantial Completion.</p> | |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| <p>Contractor as Principal</p> | <p>Surety</p> |
| <p>By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i></p> | <p>By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature) (Attach Power of Attorney)</i></p> |
| <p>Name: _____</p> | <p>Name: _____</p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p>Attest: _____ _____ <i>(Signature)</i></p> | <p>Attest: _____ _____ <i>(Signature)</i></p> |
| <p>Name: _____</p> | <p>Name: _____</p> |
| <p>Title: _____</p> | <p>Title: _____</p> |

FOR BIDDING REFERENCE ONLY
 General Contractors who plan to bid on this project must obtain an original set of plans from the Office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.

1. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
2. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
3. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
4. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
5. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
6. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
7. Definitions
 - 7.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 7.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 7.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 7.4. *Substantial Completion*—As defined in the Construction Contract.
 - 7.5. *Work*—As defined in the Construction Contract.
8. Modifications to this Bond are as follows:

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DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificate of Insurance to the Contract Documents following this page.

END OF DOCUMENT

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Part 3: Conditions of the Contract

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

under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *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.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of Plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *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.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *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.
40. *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.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *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 a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site.

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General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in the following paragraphs 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 Article 10 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 15.03 or 15.04).

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. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. 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. *Bonds*: 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 Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 2.03.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 the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific, or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, 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 part of the Contract Documents prepared by or for Engineer. 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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

B. *Resolving Discrepancies:*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof or extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
- 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve

the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. 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.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. 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. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS, SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *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.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not

unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris 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 and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; 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.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site 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 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; 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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such

condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements

or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent 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 do not warrant or guarantee 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 information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or

schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work, subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. 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; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take

corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or

by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. 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 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then 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 bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other

party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against 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. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that 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.
- I. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, 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.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable 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 Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
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; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; 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. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement, or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy. Rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, 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 insureds thereunder, or

against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. 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 or Contractor as trustee or fiduciary, 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 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.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, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *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.
- 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.

7.02 *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, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

7.03 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work 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.

7.04 *“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 Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that 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, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, 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;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.

- 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.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

- 1) perform adequately the functions and achieve the results called for by the general design,
- 2) be similar in substance to that specified, and
- 3) be suited to the same use as that specified.

b. will state:

- 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from that specified, and
- 2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for

the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the

replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be 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.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. 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 money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

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

7.10 *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 or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *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, other work in progress, 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 Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- 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 7.12.A.2 or 7.12.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *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.

7.14 *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.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the 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 and equipment 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 of that submittal, and that Contractor approves the 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 set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- 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 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

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 or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample 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

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7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

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

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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on 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;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from 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 7.18.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 7.18.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.

7.19 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 Laws and Regulations.
- 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, 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, 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 7.16.D.1.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim

arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be

required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. 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.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. 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, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, 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 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

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

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other

engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, 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 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 13.01.B.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 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any claim for an adjustment in the Contract Times shall comply with the provisions of Article 17.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the

proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:

1. 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;
2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

FOR BIDDING REFERENCE ONLY
General Contractor who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK, ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work 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 13.01.C, 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, and 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 13.01.
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 6.05), 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (or 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. 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.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

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 Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole 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, Change Proposal, Claim, set-off, or other 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 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, 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.

13.02 Allowances

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price 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;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it 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 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction 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.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs

incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated,

installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work 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.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, 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, then 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 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

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

15.01 Progress Payments

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

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. 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, a warehouse bond, 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.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design

professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, 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 money 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 15.01.C.2.

FOR BIDDING REFERENCE ONLY
General Contractor who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01 C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or

corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

A. Application for Payment.

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of 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 have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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 15.07. 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. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special

guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the 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 Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 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 to 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. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- 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, 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 are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid

to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *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; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 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 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 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 are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

DOCUMENT 00 73 00

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms.*

Add the following term after number 48.

49. Written Notice – Paper or electronic communication.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. Paragraph 2.01.B of the General Conditions requires that Contractor furnish certificates of insurance. Paragraph 6.02.C states that upon request by Owner or other named or additional insureds, Contractor must provide evidence of insurance such as copies of required policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Parallel provisions apply to Owner and the insurance that Owner is required to provide. Rather than relying on this two-step process (delivery of certificates of insurance at the outset; subsequent requests for additional evidence of insurance), some contract drafters may elect to require from the outset that copies of the insurance policies, rather than certificates of insurance, be delivered to the other party. If exchange of copies of insurance policies is required, the following should be used:

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block

out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor an electronic portable document format (PDF) copy of the Contract Documents (including one fully executed counterpart of the Agreement).

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.03 Reporting and Resolving Discrepancies:

SC-3.03 Add the following new paragraphs after Paragraph 3.03.B.1:

2. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 1. No Known Reports

ONLY
original set
in the "

Add the following new section following Section 3.05:

SC-3.06 Order of Precedence

- A. The order of the Technical Specifications as listed in the Document 00 01 10 Table of Contents shall be deemed the order of precedence of such documents.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.03 Reference Points

SC- 4.03 Add the following new paragraph after 4.03.A:

- B. Construction Staking shall be the responsibility of the Contractor.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Add the following new paragraph immediately after Paragraph 6.01.F:

G. Warranty Bond: Contractor shall furnish a warranty bond in an amount at least equal to the Contract Price, as security that Contractor will meet the contractual correction period obligations during a specified period of time after construction has been completed. This bond shall remain in effect until one (1) year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract.

SC-6.03 Contractor’s Insurance

SC 6.03 Amend Paragraph 6.03.G to read as follows:

G: Additional insureds: The Contractor’s commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds the Owner and any individuals or entities identified in the Supplementary Conditions, 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 (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | |
|--|--------------|
| State: | Statutory |
| Federal, if applicable (e.g., Longshoreman’s): | Statutory |
| Employer’s Liability: | |
| Bodily injury/disease aggregate | \$ 1,000,000 |

2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

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| | |
|--|--------------|
| Each Occurrence (Bodily Injury and Property Damage) | \$ 1,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |
| Products - Completed Operations Aggregate | \$ 1,000,000 |
| 3. Automobile Liability under Paragraph 6.03.D. of the General Conditions: | |
| Combined Single Limit of | \$ 1,000,000 |
| <i>[or]</i> | |
| Bodily Injury: | |
| Each person | \$ 500,000 |
| Each accident | \$ 1,000,000 |
| Property Damage: | |
| Each accident | \$ 3,000,000 |
| 4. Excess or Umbrella Liability: | |
| Per Occurrence | \$ 2,000,000 |
| General Aggregate | \$ 2,000,000 |

5. Not Used.

6. Additional Insureds: In addition to Owner, include as additional insureds the following: none

SC 6.05 Add the following new paragraph immediately after Paragraph 6.05.F:

G. *Builder's Risk Insurance Requirement:* Builder's Risk insurance shall only apply to those Projects involving construction of or modification to an Owner-owned building or as otherwise required by the Owner and expressly stated in the Agreement.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.A Amend Paragraph 7.02.A to read as follows:

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, construction staking, start up, and

completion of the Work, whether or not such items are specifically called for in the Contract Documents.

SC-7.02.B Add the following new paragraph immediately after Paragraph 7.02.B:

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

SC-7.02.C Add the following new subparagraph immediately after Paragraph 7.02.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as the difference between regular hourly rates and overtime hourly rates.

SC-7.06 Concerning Subcontractors, Supplier, and Others

SC-7.06.A Add the following sentence immediately after the second sentence:

Contractor shall not subcontract for more than 50% of the contract price without express, written approval from Owner.

ARTICLE 8 – [NO CHANGES]

ARTICLE 9 – [NO CHANGES]

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other

- Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be

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uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – [NO CHANGES]

ARTICLE 12 – [NO CHANGES]

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK*SC-13.01 Cost of the Work***SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. Construction Equipment and Machinery:
- 1) Rentals of all construction equipment and machinery, and the parts thereof, 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.
 - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *Rental Rate Blue Book For Construction Equipment (edition current at time of bid opening)*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

*SC-13.03 Unit Price Work***SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 50 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 14 – [NO CHANGES]**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD****SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 16 – [NO CHANGES]**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES****SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.**

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of an arbitration agency as agreed upon by the Parties, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

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- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

ARTICLE 18 – [NO CHANGES]

END OF DOCUMENT

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DOCUMENT 00 91 13
ADDENDA

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Addenda to the Contract Documents following this page.

END OF DOCUMENT

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Part 4: Technical Specifications

FOR
General Contract
of plans from the original
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**SECTION 01 11 01
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of Owner and public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. Contractor shall provide a breakdown of all lump sum bid items into the individual line items relating to the lump sum task, as specified by Engineer, prior to Notice to Proceed.
- C. No additional payment will be made for rock excavation.

1.2 SECTION INCLUDES

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.3 AUTHORITY

- A. Engineer will take all measurements and compute quantities accordingly.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

1.4 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Contract Documents are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contained within the Bid Schedule.

1.5 MEASUREMENT OF QUANTITIES

- A. Measurements, unless specified otherwise, shall be interpreted to mean:

- | | |
|-------------------|---|
| 1. Lump Sum (ls): | Completion of the item as a whole. Measurement of quantities in the field is not required. Payment will be based on the percentage of work completed. |
|-------------------|---|

2. Each (ea): Completion of item individually. Measurement of quantities in the field.
3. Weight (ton): By Weight: Verification of tonnage shall be documented by delivery tickets supplied by the Contractor to the City. All tickets shall indicate the Owner's name, date, type material, truck number, project location, project number, gross weight and net weight of each material. Delivery tickets are to be turned in with all applicable pay requests. Weigh Scales: Inspected, tested and certified by the applicable State Weights and Measures department within the past year. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle. Metering Devices: Inspected, tested and certified by the applicable State department within the past year. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
4. Length
lineal feet (lf): Measured along the centerline or mean chord in the field, top back of curb for curb and gutter or unless otherwise indicated. For pipe measurements there will be no deduction in length for structures.
5. Volume
cubic foot (cf), cubic yard (cy): Measured by cubic dimension using mean length, width and height or thickness.
- Measurement shall be based upon the establishment of a known quantity agreed upon by the City (eg. known cubic yardage of a dump truck), use of the same measuring device established throughout the work performed, filled to the same location and counted thereafter. Verification of quantity shall be documented by the Contractor to the City inspection representative. Documentation shall indicate the Owner's name, date, type material excavated, truck number, project location, project number and percent filled based upon full capacity.
6. Area Measurement by Area: Measured by square dimension

square foot (sf), using mean length and width or radius.
square yard (sy), Acre (ac):

1.6 INCIDENTAL WORK

- A. No separate measurement or payment for incidental work.
- B. Incidental Work: Any work, materials or equipment that may be reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied by Contractor at no additional cost to Owner whether or not specifically referenced.
- C. Damaged Areas: Areas damaged or disturbed by Contractor as a result of Contractor's failure to confine work activities or protect existing improvements shall not be included in the measurement to be eligible for payment.

1.7 PAYMENT

- A. Unless specified otherwise in the bid item, payment shall include and be full compensation for the following:
 - 1. Mobilization
 - 2. Traffic control
 - 3. Labor
 - 4. Equipment
 - 5. Tools
 - 6. Materials
 - 7. Products
 - 8. Transportation of Materials (including loading, hauling, unloading)
 - 9. Services and incidentals
 - 10. Application or installation to render item complete as shown on Drawings, including those items that may not be specifically stated or shown but that are required to render the item complete
 - 11. Following manufacturer's requirements for installation
 - 12. Protection of existing utilities
 - 13. Coordination with and notification to residents / businesses for construction
 - 14. Coordination with Owner's representative(s)
 - 15. Compliance with all local, State, and Federal safety requirements
 - 16. Disposal and other fees
 - 17. Dust control
 - 18. Cleanup following completion of the item
 - 19. Testing per Specification(s) - includes, but not limited to, compaction, materials, video, and pressure
 - 20. Compaction
 - 21. Overhead and profit
 - 22. Applicable taxes, fees, bonds, and insurance
 - 23. Restoration of damaged improvements

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24. Completion of record drawings (to be provided to City Engineer)
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.
- C. Special Inspections associated with a Building Permit (if required) shall be paid for by the District.

1.8 ACRONYMS

- A. The following is a list of the most used acronyms related to bid items. This is not meant to be an exhaustive list.
- | | |
|----------|---|
| 1. UTBC | Untreated Base Course |
| 2. HMA | Hot Mix Asphalt |
| 3. TBC | Top back of Curb |
| 4. GB | Granular Borrow |
| 5. ADA | Americans with Disabilities Act |
| 6. HVAC | Heating/Ventilation/Air Conditioning |
| 7. SCADA | Supervisory Control and Data Acquisition |
| 8. UPDES | Utah Pollutant Discharge Elimination System |

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1.9 DESCRIPTION OF BID ITEM

| M&P Reference | Bid Item | Unit | Payment Includes | Notes |
|---------------|--|------|--|--|
| 001 | Mobilization | ls | <p>All costs associated with mobilizing and demobilizing equipment and materials to and from the project site, mobilization, demobilization, establishment of offices, buildings, all OSHA required safety measures, sanitation, and other facilities necessary for the Work, bonds, snow removal, dust control, fees, permits (not specified as paid for elsewhere), administrative services, construction notifications, identifying and marking of construction limits and all costs associated with the Work that are not included in other bid items.</p> <p>Payment shall be as follows:</p> <p>Percent of Original Contract Amount (Completed) --> Percent of Mobilization to be (Paid): 5% --> 50%, 25% --> 25%, 75% --> 25%</p> | |
| 002 | UPDES Storm Water Regulations Compliance (Over One Acre) | ls | <p>Compliance with the requirements of the Utah Pollutant Discharge Elimination System (UPDES) program including the Construction General Permit. Compliance includes the preparation of, and amendments to, a Storm Water Pollution Prevention Plan (SWPPP) by the Contractor, or authorized representative. Preparing a complete SWPPP including filing a Notice of Intent (NOI) to begin the project and filing a Notice of Termination (NOT) at the conclusion of the project, maintenance, inspections, and any other work necessary to comply with the SWPPP. Best management practices such as storm water gravel inlet sediment filters, silt fencing, erosion control mats, wash down pads, containment pads, dust abatement, regular clean-up, street sweeping, etc. Includes applications, permits, notifications, and other correspondence associated with the permit process. This item shall cover all</p> | <p>A recommended SWPPP template can be found on the State's Department of Environmental Quality website.</p> |

FOR BIDDING
 General Contractor's who will be preparing
 of plans from the office of Jones
 contract documents. These documents
 not be used for

| | | | | |
|-----|--|----|---|--|
| | | | aspects of construction. | |
| 005 | Traffic Control | ls | All traffic control needed on the job. Includes state and local permitting, sub-contractor mobilization, barricades, traffic signs, portable construction message boards, flaggers, other channelizing devices, and all other measures needed to channel traffic and to protect construction personnel and the public (vehicular and pedestrian) from harm resulting from any construction activities. Necessary notifications to public transportation and emergency service agencies with appropriate notice. Maintain reasonable continuous vehicular and pedestrian access for local residents/businesses throughout the duration of the project, including any notifications needed to communicate construction activities to the local residents/businesses. Preparation and on-going modification of a traffic control plan. | |
| 106 | New Sewer Lateral | If | Piping of the type, size and class shown on the Drawings. Unclassified excavation, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation gravel, pipe bedding, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, high-resolution video inspection, connection to main, installation of watertight approved cap and location marker at end of lateral, and restoration of miscellaneous improvements damaged as a result of completing this item. | <i>Installation of imported backfill (if required) and surface restoration items paid for under a separate item.</i> |
| 112 | Connection of New Sewer Lateral to Existing Pipe | ea | Locating existing sewer main, excavation, dewatering, backfill, compaction, handling of all active sewer flows, and approved watertight connection to existing main. | |

FOR BIDDING

General Contractors who plan to bid on this project should contact Jones & Associates, Inc. for bidding documents. These documents are for construction only and should not be used for anything else.

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| <p>205</p> | <p>New Storm Drain Pipe</p> | <p>If</p> | <p>Piping of the type, size and class shown on the Drawings. No classification of excavated materials shall be made, and excavation shall include the removal and subsequent handling of all earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the project work, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation gravel, pipe bedding, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, high-resolution video inspections after installation and prior to final walkthrough, cleaning of new pipe prior to video inspections, correction of any material of installation-related defect, and restoration of miscellaneous improvements damaged as a result of completing this item.</p> | <p><i>No payment will be given for the relaying of pipe that could have been avoided through potholing and conflict resolution with the Engineer, nor for the laying of pipe out of sequence (low elevation to high). Making adjustments to other pipes or structures in conflict will only be allowed if pipe grade adjustments to the new pipe cannot be made.</i></p> <p><i>Removal of pavement, installation of imported backfill (if required), and installation of new pavement section is paid for under separate items.</i></p> |
| <p>210</p> | <p>New Storm Drain</p> | <p>ea</p> | <p>Construction of precast or cast-in-place concrete structure, unclassified excavation, dewatering, backfill to grade, compaction, foundation gravel,</p> | |

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| | Inlet Box | | concrete base section with formed flow lines where required, sections, top, forming and pouring reinforced structure to meet design grade, forming the top of the box and curb and gutter to receive the new grate, frame, and supports (hood where required), finishing and curing concrete, sealing of joints, watertight grout, handling of all active drainage flows, connection of all new piping systems to the inlet box (flush with the inside of the walls and grouted smoothly), and restoration of miscellaneous improvements damaged as a result of completing this item. | |
| 211 | New Storm Drain Control Structure | ea | Construction of precast or cast-in-place concrete structure, unclassified excavation, dewatering, backfill to grade, compaction, foundation gravel, concrete base section with formed flow lines, sections, lid, supports adjusting sections or forming and pouring reinforced structure to meet design grade, ring and cover, frame and grate, control gate, anchor bolts, access steps, finishing and curing concrete, sealing of joints, watertight grout, handling of all active drainage flows, connection of all new piping systems to the structure (flush with the inside of the walls and grouted smoothly), and restoration of miscellaneous improvements damaged as a result of completing this item. | |
| 212 | New Flared End Section | ea | Construction of precast flared end section, unclassified excavation, dewatering, backfill to grade, compaction, foundation gravel, grade control, trash rack (where specified), sealing of joints, watertight grout, handling of all active drainage flows, connection to pipe, contouring of adjacent ground to match flowline, and restoration of miscellaneous improvements damaged as a result of completing this item. | |
| 214 | Connection of New Storm Drain Pipe to Existing | ea | Locating existing structure, excavation, dewatering, backfill, compaction, handling of all active drainage flows, core-drilling or saw cutting of structure wall as approved, modifying and forming the structure base to create a smooth transition between the new and existing flowlines, pipe connections | |

MEASUREMENT AND PAYMENT

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| | Structure | | flush with the inside of the walls and grouted smoothly with watertight grout. | |
| 224a | New Sidewalk Cross Drain | ea | Constructing new sidewalk cross drain as shown on the Drawings. Includes excavation, forming, expansion and/or control joints as needed, fiber reinforcement if required, covering, finishing, protection of concrete while curing, and all other work required to complete the item. | |
| 307 | Relocate Fire Hydrant | ea | Relocation of existing fire hydrant as shown on the Drawings. Includes unclassified excavation, dewatering, disconnection and protection of existing piping, removal and disposal of thrust blocks where present, backfill to grade, compaction, load, haul, installation of fire hydrant in new location including connection to water line, all required fittings, thrust restraint, handling of all active water flows, adjusting to final grade, and landscape surface restoration (top soil, grassed areas, sprinkler systems, plants, mulch, rock, etc.). | |
| 315 | New Water Service Line | lf | Piping of the type, size and class shown on the Drawings. No classification of excavated materials shall be made, and excavation shall include the removal and subsequent handling of all earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the project work, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation sand, pipe bedding, fittings, couplings, connection to meter assembly, corrosion protection, tracer wire when required, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, flushing, correction of any material or installation-related defect, disinfection, high chlorine removal, and restoration of miscellaneous improvements damaged as a result of completing this item. | <i>Removal of pavement, installation of imported backfill (if required), and installation of new pavement section is paid for under separate items.</i> |

MEASUREMENT AND PAYMENT

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| <p>316</p> | <p>Water Service Line Connection (to Main)</p> | <p>ea</p> | <p>Connection of water service line to water main complete as shown on the Drawings. Includes unclassified excavation, dewatering, backfill to grade, compaction, tapping of water main, saddle where applicable, fittings required to make a leak-proof connection, foundation sand, corrosion protection, handling of all active water flows, and restoration of miscellaneous improvements damaged as a result of completing this item.</p> | |
| <p>322</p> | <p>New Water Meter Box and Assembly</p> | <p>ea</p> | <p>Installation of new meter box and assembly complete as shown on the Drawings. Includes unclassified excavation, dewatering, backfill to grade, compaction, connections to water service line and meter assembly, meter box and lid as specified, all required fittings, valves, handling of all active water flows, adjusting to final grade, and landscape surface restoration (top soil, grassed areas, sprinkler systems, plants, mulch, rock, etc.).</p> | <p><i>Meter Furnished by Owner, Curb markers</i></p> |
| <p>412</p> | <p>New Secondary Water Service Line</p> | <p>If</p> | <p>Piping of the type, size and class shown on the Drawings. No classification of excavated materials shall be made, and excavation shall include the removal and subsequent handling of all earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed for the performance of the project work, dewatering, trench safety measures, lawful disposal of excess material, backfill to grade, compaction, foundation sand, pipe bedding, fittings, couplings, connection to meter assembly, corrosion protection, tracer wire when required, grade controls, all necessary pothole investigation of existing utilities to predetermine any conflicts with other utilities or structures (horizontal or vertical), coordination with Engineer for resolution of predetermined conflicts, flushing, correction of any material or installation-related defect, and restoration of miscellaneous improvements damaged as a result of completing this item.</p> | <p><i>Removal of pavement, installation of imported backfill (if required), and installation of new pavement section is paid for under separate items.</i></p> |
| <p>413</p> | <p>Secondary Water Service Line</p> | <p>ea</p> | <p>Connection of service line to water main complete as shown on the Drawings. Includes unclassified excavation, dewatering, backfill to grade, compaction,</p> | |

FOR BIDDING ONLY
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MEASUREMENT AND PAYMENT

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| | Connection (to Main) | | tapping of water main, saddle where applicable, fittings required to make a leak-proof connection, foundation sand, corrosion protection, handling of all active water flows, and restoration of miscellaneous improvements damaged as a result of completing this item. | |
| 418 | New Secondary Water Meter Box and Assembly | ea | Installation of new meter box and assembly complete as shown on the Drawings. Includes unclassified excavation, dewatering, backfill to grade, compaction, connections to service line and meter assembly, meter box and lid as specified, all required fittings, valves, handling of all active water flows, adjusting to final grade, and landscape surface restoration (top soil, grassed areas, sprinkler systems, plants, mulch, rock, etc.). | <i>Meter furnished by Owner, curb markers</i> |
| 500 | Clear and Grub Site | ac | Clearing and grubbing of area as shown on the Drawings. Includes removal and lawful disposal of vegetation and organic material including sod, weeds, grasses, bushes, stumps, shrubs and small trees including the root ball; dust control, removal, haul and disposal of any garbage and debris. | <i>Small trees are defined as 6" or less in diameter as measured at 3' above the adjacent ground surface.</i> |
| 502 | Excavation | ls | Site excavation to grade as shown on the Drawings. No classification of excavated materials shall be made, and excavation shall include the removal and subsequent handling of all water, earth, shale, loose or cemented gravel, loose rock, solid rock, or other materials of whatever nature excavated or otherwise removed in the performance of the work. Includes grade controls, excavation, stockpiling, loading, and hauling of on site materials; grading to subgrade or final elevations, compaction, and dust control. | <i>See Bidding Schedule and/or Drawings for gross cut and fill quantity estimates.</i> |
| 505 | Import Trench Backfill | ton | Importing and placement of backfill material in utility trenches as directed by the Engineer. Includes loading and unloading, hauling, stockpiling, backfill to grade, compacting, trench safety measures, and dust control. | |

MEASUREMENT AND PAYMENT

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| 508 | Fine Grading | sf | Fine grading of the areas identified in the Drawings. Includes grade controls, grading, compaction, and dust control. | <i>Fine grading is defined as smoothly grading area to within 0.1' of the design grades.</i> |
| 600 | Saw Cut Asphalt | lf | Saw cutting of existing asphalt up to 6" thick as shown on the Drawings. Includes utility locating and protection, saw cutting, and water. | <i>Thicknesses greater than 6" shall be paid based on proportional thickness, calculated by dividing the unit price by 6" to get a \$/in depth cost, then multiplying by the actual thickness cut.</i> |
| 618 | Hot Mix Asphalt (HMA) | ton | Importing and placement of hot mix asphalt to the thicknesses listed in the Bidding Schedule and shown on the Drawings. Includes cleaning of areas adjacent to paving prior to placement of asphalt, required tack along the edge of the adjacent asphalt and Concrete, fine grading of base material prior to placement of pavement, loading and unloading, hauling, grade controls, providing smooth paving surface and transitions for vehicular traffic, rolling, and compaction. | |
| 626 | New Traffic Striping | lf | Installation and placement of permanent traffic striping paint (with reflective beads) of the width listed in the Bidding Schedule and shown on the Drawings. Includes installing control points or markings to relocate previous striping, and marking / laying out of striping plan for new striping. | <i>Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the</i> |

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| | | | | MUTCD Standards. |
| 627 | New Traffic Pavement Markings | ea | Installation and placement of permanent traffic pavement markings (with reflective beads) as listed in the Bidding Schedule and shown on the Drawings. Includes installing control points or markings to relocate previous pavement markings, and marking / lay out of new pavement markings. | Includes two applications a minimum of 14 days apart. All work must conform to the current edition of the MUTCD Standards. |
| 632 | New Concrete Curb and Gutter | lf | Installation and placement of concrete curb and gutter as listed in the Bidding Schedule and shown on the Drawings. Includes excavation, forming, expansion and control joints, fiber reinforcement if required, drop-downs for driveways and pedestrian ramps, flares around inlet boxes, finishing, protection of concrete while curing, curing compound, backfill behind curb, landscape restoration, and repair of any damaged improvements. | Measured in the field along the top back of curb following construction. Engineer must be allowed to inspect curb string line or forms before casting of curb and gutter. UTBC is paid for under a separate item. |
| 633 | New Concrete Flatwork | sf | Installation and placement of concrete flatwork with thickness as listed in the Bidding Schedule and shown on the Drawings. Includes excavation, forming, expansion and control joints, fiber reinforcement if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements. | UTBC is paid for under a separate item. Sidewalk through pedestrian access ramps will be paid for under a separate item. |

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| <p>634</p> | <p>New Concrete Pedestrian Access Ramp</p> | <p>sf</p> | <p>Installation and placement of concrete pedestrian access ramp as listed in the Bidding Schedule and shown on the Drawings. Includes excavation, forming, expansion and control joints, fiber reinforcement if required, compliance with all ADA requirements, curb wall at back of ramp if required, finishing, protection of concrete while curing, curing compound, backfill, landscape restoration, and repair of any damaged improvements.</p> | <p><i>The curb and gutter will be measured through the pedestrian access ramp area and is not part of this bid item. The pedestrian access ramp includes all concrete in the park strip (if present) and the sidewalk area where it slopes down from sidewalk joint. UTBC is paid for under a separate item.</i></p> |
| <p>637a</p> | <p>Crushed Aggregate</p> | <p>ea</p> | <p>Importing and placement of crushed aggregate per specifications to the thickness listed in the Bidding Schedule and shown on the Drawings. Includes loading and unloading, hauling, stockpiling, grade control, grading, compaction, and dust control.</p> | |
| <p>702</p> | <p>New Tree</p> | <p>ea</p> | <p>Planting of new tree of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, tree aeration/foundation material around root ball, fertilization, backfill, tree installation and restoration of surrounding improvements.</p> | |
| <p>704</p> | <p>New Sprinkler System</p> | <p>ls</p> | <p>Installation of new sprinkler system as specified in the Drawings. Includes connection to existing lines as required, excavation, foundation material, backfill to grade, compaction, grading, furnishing and installing of new sprinkler lines, heads, valves, fittings, wire, clocks, boxes and testing of</p> | |

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| | | | system for functional operation. | |
| 705 | Topsoil | cy | Importing and placement of top soil to grade at site as shown on the Drawings. Includes loading and unloading, hauling, stockpiling, site preparation, grade controls, grading, compaction, and dust control. | <i>Thickness will be verified by the City's authorized inspection representative.</i> |
| 709 | Landscape Rock with Fabric | sf | Installation of landscape rock of the type and size listed in the Bidding Schedule and shown on the Drawings over weed barrier fabric. Includes subgrade preparation and placement of weed barrier fabric and fasteners, and importing, spreading and leveling of rock material. | <i>Owner to approve of rock material and color prior to ordering of materials.</i> |
| 716a | Landscape Shrubs | ea | Planting of new shrubs and bushes of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, fertilization, backfill, installation and restoration around surrounding area if required. | |
| 808 | New Fence | lf | Supplying and installation of new fence of the type and size listed in the Bidding Schedule and shown on the Drawings. Includes excavation, new fence installation, wire, fabric, webbing, slats, panels, rails, framing, posts, foundation concrete, aesthetically and structurally sound connection(s) to existing fencing, backfill, and surface restoration. | <i>Gates are paid under a separate bid item.</i> <i>Contractor to coordinate fencing installation with property owner(s) and provide adequate temporary fencing to protect and contain livestock (if present).</i> |

END OF SECTION

Taylor West Weber Park District

1800 South Park Improvements

Project Specifications

| | |
|---------------|---------------------------------------|
| 01250 SF | Substitution Procedures |
| 01260 SF | Contract Modification Procedures |
| 01290 SF | Payment Procedures |
| 01310 SF | Project Management |
| 01320 SF | Construction Progress Documentation |
| 01322 SF | Photographic Documentation |
| 01330 SF | Submittal Procedures |
| 01420 SF | References |
| 01500 SF | Temporary Facilities and Controls W1 |
| 01700 SF | Execution |
| 02300 | Earthwork |
| 02513 | Hot Mix Asphalt Paving |
| 02764 | Pavements Joint Sealants |
| 2800 | Underground Irrigation Specifications |
| 02821 | Chain Link Fences and Gates |
| 2900 | Landscape Planting |
| 03300 | Cast-in-Place Concrete |
| 321313 | Concrete Paving |

FOR BIDDING REFERENCE ONLY
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SECTION 01250 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:

- 1. Division 01 Section "Allowances" for products selected under an allowance.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or equivalent, sample of form provided in the Appendix.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation could not be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific

- features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from **ICC-ES**.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within **seven** days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within **15** days of receipt of request, or **seven** days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Proposal Requests, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
- 1.5 QUANTITY ASSURANCE
- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- 1.6 PROCEDURES
- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than **15** days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience. Not allowed, **unless otherwise indicated.**
- C. Substitutions for Convenience. Architect will consider requests for substitution if received within **60** days after the commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.

FOR BIDDING REFERENCE ONLY
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- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

END OF SECTION 01250

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SECTION 01260 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on "**Architect's Supplemental Instructions**" (ASI) form. If it is determined that an ASI requires adjustment to the contract sum or the contract time, then it is considered a "Proposal Request" and should follow section 1.4 (Proposal Requests).

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: **Architect** or **Construction Manager** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by **Architect** or **Construction Manager** are not instructions either to stop work in progress or to execute the proposed change.
 - 2. **Within time specified in Proposal Request** after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: **Use forms provided by Owner. Sample copies are included in the Appendix.**

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to **Architect and Construction Manager.**

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: **Use Form provided by Owner. Sample copy is included in the Appendix.**

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to owner requirements on bid documents.
- B. Unit Price Adjustment: Refer to owner requirements on bid documents.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, general contractor will issue a Change Order for signatures of Owner and Contractor on **AIA Document G701** or owner approved form.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. **Construction** Change Directive: **Architect** or **Construction Manager** may issue a **Construction** Change Directive. **Construction** Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. **Construction** Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the **Construction** Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 01260

FOR BIDDING REFERENCE ONLY
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SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal Schedule.
 - c. Owner provided bid breakdown form.
 - 2. Submit the schedule of values to Architect and Owner at earliest possible date but no later than seven days before the date scheduled submittal of initial Application for Payment.

3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project bid breakdown form as a guide to establish line items for the Schedule of Values.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Store number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division and bid break down form item.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer of fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide several line items for principal subcontract amounts, where appropriate.
 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 5. Provide a separate line item in the Schedule of Values each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 8. Retain subparagraph of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involves additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends **30** days before the date for each progress payment.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect or Owner will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect and Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable in Owner.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Product list.
 5. Submittals Schedule (preliminary if not final).
 6. Copies of building permits.
 7. Initial progress reports.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issues previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. Evidence that claims have been settled.
 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the work.

END OF SECTION 01290

SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination drawings.
4. Administrative and supervisory personnel.
5. Project meetings.

- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

- C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
2. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

- B. Coordination: each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

- A. Coordination Drawings, General: Prepare coordination drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Indicate relationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Refer to Division 16 Section 'Basic Electrical Materials and Methods' for specific Coordination Drawing requirements for mechanical and electrical installation.
- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 3 days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule
 - b. Phasing
 - c. Critical work sequencing.
 - d. Designation responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress Cleaning
 - r. Working hours.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators

involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Submittals.
 - g. Review of mockups.
 - h. Possible Conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Required performance results.
 - u. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements.
 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: The Owner will conduct progress meetings at regular intervals (typically weekly). Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including but not limited to the following:

- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change orders.
 - 14) Documentation of information for payment requests.
3. Reporting: Owner shall distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
 - b. Three-week schedule: Contractor shall provide a three-week schedule at each meeting indicating the work to be done for the upcoming 3 weeks.
- E. Coordinating Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site Fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.

- 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change orders.
3. Reporting: Record meeting results and distributes copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

END OF SECTION 01310

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 01320 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule
 - 2. Contractor's construction schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports, with pictures.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
 - 8. Construction photographs.
 - 9. Web Based Management Tool (website)
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
 - 2. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 1 Section "Quality Requirements" for submitting a schedule of test and inspections.
 - 4. Division 1 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fagnets: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section numbers and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit three printed copies.
- D. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and large enough to show entire schedule for entire construction period.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following computer generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 3. Total Float Report: List of all activities sorted in ascending order of total float.
 4. Earnings Report: Compilation of Contractor's total earnings from **the Notice to Proceed** until most recent Application for Payment.
- F. Construction Photographs: Submit at least two digital photographic views daily. Upload photo digital files to owners' website.
1. Identification: For each image, provide the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- G. Daily Construction Reports: Submit daily reports via owners' website.
- H. Material Location Reports: Submit two copies at monthly intervals.
- I. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- J. Special Reports: Submit two copies at time of unusual event.
- 1.5 QUALITY ASSURANCE
- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.
 - B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including but not limited to, the following:
 1. Review software limitations and content and format for reports.
 2. Verify availability of qualified personnel needed to develop and update schedule.
 3. Discuss constraints, including work stages, interim milestones.
 4. Review time required for review of submittals and resubmittals.
 5. Review requirements for tests and inspections by independent testing and inspecting agencies.
 6. Review time required for completion and startup procedures.
 7. Review and finalize list of construction activities to be included in schedule.
 8. Review submittal requirements and procedures.
 9. Review procedures for updating schedule.
- 1.6 COORDINATION
- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

- B. Coordinate Contractor's construction schedule with the schedule of values, **list of subcontracts**, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values and Contractor's Construction Schedule.
 2. Initial Submittal: Submit concurrently with preliminary bar chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 4. See sample submittal list in Appendix.
 - a. Submittals are not limited to sample submittal list and shall be identified per specifications.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include not less than seven days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected:
1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use of premises restrictions.
 - e. Provision for future construction.
 - f. Seasonal variations.
 - g. Environmental control.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart type construction schedule within seven days of date established for commencement of the work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions, including presence of rain or snow
 5. Accidents.
 6. Meetings and significant decisions.
 7. Unusual events
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received.

14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial completions and occupancies.
17. Substantial Completions authorized.

- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At least monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their

assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 CONSTRUCTION PHOTOGRAPHS

- A. Photographic Film digital format- OJC
- B. Preconstruction Photographs: Before starting construction, take four color photographs of Project site and surrounding properties from different vantage points, as directed by Architect and Owner show existing conditions adjacent to property.
- C. Daily Construction Photographs: At least six color photographs daily.
- D. Select vantage points to best show status of construction and progress since last photographs were taken.

3.3 Web Based Management

- A. The general contractor shall provide documentation through owners web based management website for the following items and as directed by owner.
 - 1. Daily Reports
 - 2. RFI (Request for Information)
 - 3. Pictures
 - 4. Construction schedules

END OF SECTION 01320

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 01322- PHOTOGRAPHIC DOCUMENTATION

PART 1-GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final Completion construction photographs.
 - 4. Preconstruction videotapes.
 - 5. Periodic construction videotapes.
 - 6. Time-lapse sequence construction videotapes.
- B. Related Sections include the following:
 - 1. Division 1 Section "Allowances" for requirements for photographic documentation provided under an allowance.
 - 2. Division 1 Section "Submittal Procedures" for submitting photographic documentation.
 - 3. Division 1 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.

1.3 UNIT PRICES

- A. Basis for Bids: Base number of construction photographs on at least four photographs per day over the duration of Project.

1.4 SUBMITTALS

- A. Qualification Data: For photographer.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and videotape. Indicate elevation or story of construction. Include same label information as corresponding set of photographs and videotape.
- C. Construction Photographs: Submit at least two digital photographic views daily of taking photographs.
 - 1. Format: color digital, printable at 8 inches by 10 inches

2. Identification: For each image, provide the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier.
3. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints as a Project Record Document uploaded to owners' website. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

D. Videotapes: Submit two copies of each videotape or DVD with protective sleeve or case within seven days of recording. Remove safety tab to prevent accidental re-recording.

1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date videotape was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.
2. Transcript. Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, PDF digital file. Mark appropriate identification in file name. Include a cover sheet with same label information as corresponding videotape. Include name of Project and date of videotape on each page.

1.5 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.6 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

1.7 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

1.8 EXTRA PRINTS

- A. Digital Files: Photographer shall retain photographic digital files for three years after date of Substantial Completion. During this period, photographer shall fill orders by Architect, Construction Manager, or Owner for digital files.

PART 2- PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed JPG format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.
- B. Videotape Format: Provide high-quality, DVD
 1. DVD quality shall be adequate to create photographic prints to be made from individual frames.

PART 3- EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified commercial photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Film Images
 1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.
 2. Field Office Prints: Retain one set of prints of progress photographs in the field office at Project site, available at all times for reference. Identify photographs same as for those submitted to Architect and Construction Manager.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 1. Date and Time: Include date and time in filename for each image.
 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect and Construction Manager.
- E. Preconstruction Photographs: Before commencement of excavation or commencement of demolition, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect or Construction Manager.
 1. Flag excavation areas and construction limits before taking construction photographs.

2. Take eight or more as required photographs to show existing conditions adjacent to property before starting the Work.
 3. Take eight or more as required photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- F. Periodic Construction Photographs: Take at least 2 color, digital photographs daily. Select vantage points to show status of construction and progress since last photographs were taken.
- G. Architect, Construction Manager-Directed Construction Photographs: From time to time, Architect, Construction Manager will instruct photographer about number and frequency of color, digital photographs, and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- H. Time-Lapse Sequence Construction Photographs: Take color, digital photographs as indicated, to show status of construction and progress since last photographs were taken.
1. Frequency: Take photographs daily.
 2. Vantage Points: Following suggestions by Architect, Construction Manager and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 - d. Interior Work, through date of Substantial Completion.
- I. Final Completion Construction Photographs: Take eight color photographs after date of Substantial Completion for submission as Project Record Documents. Coordinate with Architect and Construction Manager to identify desired vantage points.
- J. Additional Photographs: Architect or Construction Manager may Issue requests for additional photographs, in addition to periodic photographs specified.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.

- e. Extra record photographs at time of final acceptance.
- f. Owner's request for special publicity photographs.

3.2 CONSTRUCTION VIDEOTAPES

- A. Videotape Photographer: Engage a qualified commercial videographer to record construction videotapes.
- B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each videotape, record weather conditions from local newspaper or television and the actual temperature reading at Project site.
- C. Narration: Describe scenes on videotape by audio narration by microphone while or by dubbing audio narration off-site after videotape is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each videotape with name of Project, Contractor's name, videographer's name, and Project location.
- D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- E. Preconstruction Videotape: Before starting excavation and demolition and construction, record videotape of Project site and surrounding properties from different vantage points, as directed by Architect and Construction Manager.
 - 1. Flag excavation areas and construction limits before recording construction videotapes.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of excavation and demolition and construction.
 - 4. Show protection efforts by Contractor.
- F. Periodic Construction Videotapes: Record videotape weekly with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last videotapes were recorded. Minimum recording time shall be 1/2 hour(s).
- G. Time-Lapse Sequence Construction Videotapes: Record videotape to show status of construction and progress.
 - 1. Frequency: During each of the following construction phases, set up videotape recorder to automatically record one frame of videotape every five minutes, from same vantage point each time, to create a time-lapse sequence of one hour in length as follows:
 - a. Commencement of the Work, through completion of sub grade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 - 2. Timer: Provide timer to automatically start and stop videotape recorder so recording occurs only during daylight construction work hours.
 - 3. Vantage Points: Following suggestions by Architect and Construction Manager and Contractor, photographer shall select vantage points.

END OF SECTION 01322

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 01330-SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment.
 - 2. Division 1 Section "Project Management and Coordination" for submitting Coordination Drawings.
 - 3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule and construction photographs.
 - 4. Division 1 Section "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
 - 5. Division 1 Section "Closeout Procedures" for submitting warranties Project Record Documents and operation and maintenance manuals.
 - 6. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Project Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that require Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Hard copies of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
1. Initial Review: Allow 15 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required allow 21 days for initial review of each submittal.
 3. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Architect's consultants, provide duplicate copy of transmittal to Architect. Submittal will be returned to Architect before being returned to Contractor.
 - a. Structural steel shop drawings
 - b. Mechanical equipment
 - c. Electrical fixtures and equipment
 4. If an intermediate submittal is necessary, process it in the same manner as the initial submittal.
 5. Allow 15 days for review of each resubmittal.
 6. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
 7. See sample submittal list in Appendix.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches (100 by 125 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.

- a. Submittals are not limited to sample submittal list and shall be identified per specifications.
3. Include the following information for processing and recording action taken:
- Project name.
 - Date.
 - Name and address of Architect.
 - Name and address of Contractor.
 - Name and address of subcontractor.
 - Name and address of supplier.
 - Number and title of appropriate Specification Section
 - Drawing number and detail references, as appropriate.
 - Other necessary identification.
- F. **Deviations: Highlight, encircle, or otherwise identify deviations from Contract Documents on submittals.**
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- Submit one copy of submittal to concurrent review in addition to specified number of copies to Architect.
 - Additional copies submitted for maintenance manuals will **[not]** be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals without review, received from sources other than Contractor.
- On an attach separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents including minor variations and limitations. Include the same label information as the related submittal.
 - Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 - Transmittal Form: Provide locations on form for the following information:
 - Project name.
 - Date.
 - Destination (To :).
 - Source (From :).
 - Names of subcontractor, manufacturer, and supplier.
 - Category and type of submittal.
 - Submittal purpose and description.
 - Submittal and transmittal distribution record.
 - Remarks.
 - Signature of transmitter.

- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.
- K. All submittal and re-submittal preparation shall be done at contractors' expense.
- L. All submittals shall be sent to the offices of Reeve & Associates Inc. 5160 1500 W, Riverdale, UT 84405

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit at least three copies of each submittal, unless otherwise indicated. Architect and their consultants will keep one copy each and return all other copies to contractor. Mark up and retain one returned copy as a Project Record Documentation.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Include the following:

- a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurements.
2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8 ½ by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000mm).
 4. Number of Copies: Submit copies of each submittal as follows:
 - a. Initial Submittal: Submit at least 3 blue or black line prints.
 - b. Final Submittal: Submit at least 3 blue or black line prints, unless prints required for operation and maintenance manuals. Submit five prints where prints are required for operation and maintenance manuals. Architect will retain two prints; remainder will be returned.
- D. Coordination Drawings: Comply with requirements in Division 1 Section "Project Management and Coordination."
- E. Samples: Prepare physical units of materials or products, including the following:
1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.
 2. Samples for initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Sampled include, but are not limited to the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatched showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 4. Preparation: Mount, display, or package samples in manner specified to facilitate review of qualities indicated. Prepare samples to match Architect's sample where so indicated. Attach label on unexposed side that includes the following:
 - a. Generic descriptions of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.

5. Additional Information: On and attached separate sheet, prepared on Contractor's letterhead, provide the following:
 - a. Size limitations.
 - b. Compliance with recognized standards.
 - c. Availability.
 - d. Delivery time.
6. Submit Samples for review of kind, color, pattern, and texture for final check

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architect and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specifications (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complied with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complied with requirements.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of test performed before installation of product, for compliance with performance requirements.

- K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needing for adhesion.
- L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- N. Research/Evaluation Reports: Prepare written evidence from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturer's names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
- P. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product of equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and terms of the coverage.
- T. Construction Photographs Comply with requirements in Division 1 Section "Construction Progress Documentation."
- U. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Architect, Architect will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken as follows:
 1. **The Architect has reviewed the information included in this submittal for general compliance with the drawings and specifications. Approval of the submittal by the architect does not release the contractor from full compliance with the construction documents. Any changes not in full compliance, or that involve cost increases or decreases, or that affect the project schedule require a Change Order. Unless specifically noted for architect verification, the Contractor is responsible for dimensions, omissions and details.**
- C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

SECTION 01420- REFERENCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. “Approved”: The term “approved,” when used in conjunction with Architect’s action on Contractor’s submittals, applications, and requests, is limited to Architect’s duties and responsibilities as stated in the Conditions of the Contract. See 01330-10 (3.2b.1)
- C. “Directed”: Terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” and “permitted” mean directed by Architect, requested by Architect, and similar phrases.
- D. “Indicated: The term “indicated” refers to graphic representations, notes or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as “shown,” “noted,” “scheduled,” and “specified” are used to help the user locate the reference.
- E. “Regulations”: The term “regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work
- F. “Furnish:” The term “furnish” means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. “Install:” The term “install” describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. “Provide:” The term “provide” means to furnish and install, complete and ready for the intended use.
- I. “Installer:” An installer is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term “experienced,” when used with the term “installer,” means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals or a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

- K. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities requirements that are different, but apparently equal, to Architect for a decision before proceeding:
1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.
- E. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications of other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.
- F. Abbreviations and Names: Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Contact Architect for names and addresses of entities represented in the contract document by abbreviations and acronyms.

PART 2-PRODUCTS (Not Used)

PART 3 –EXECUTION (Not Used)

END OF SECTION 01420

SECTION 01500-TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

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

- B. Temporary utilities include, but are not limited to, the following:

1. Sewers and drainage.
2. Water service and distribution.
3. Sanitary facilities including toilets, wash facilities, and drinking-water facilities.
4. Heating and cooling facilities.
5. Ventilation.
6. Electric power service.
7. Lighting.
8. Telephone service.

- C. Support facilities include, but are not limited to, the following:

1. Temporary roads.
2. Project identification and temporary signs.
3. Waste disposal facilities.
4. Field offices.
5. Storage and fabrication sheds.
6. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Storm water control.
3. Tree and plant protection.
4. Pest control.
5. Barricades, warning signs, and lights.
6. Fire protection.

- E. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Divisions 2 through 16 for temporary heat, and violation, requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
2. Occupants of Project.
3. Architect.
4. Testing agencies.
5. Personnel of authorities having jurisdiction.

- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.

- C. Water Service: Pay water service use charges, whether meters or otherwise, for water used by all entities engaged in construction activities at Project site.

- D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.5 SUBMITTALS

- A. Temporary Utility Reports: Submit report of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

- B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.6 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

- B.
 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- C. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
 - 1. Temporary use of Permanent Facilities: Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
- C.
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Chain-Link Fencing: Minimum 2-inch (50 mm), 0.148-inch (3.76 mm) thick, galvanized-steel, chain-link fabric fencing, minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch (60 mm) OD line posts and 2-7/8 inch (73 mm) OD corner and pull posts.
- C. Water: Portable.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field Offices: Mobile units with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- C. Fire Extinguishers: Hand carried, portable, UL rated; provide class and extinguishing agent as indicated or a combination of extinguished of NFPA-recommended classes for exposures.
- D.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- E. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- F. Drinking-Water Fixtures: bottled-water drinking-water units, including paper cup supply.
 - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45-55 deg F (7.2 to 12.7 deg C).

- G. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
- H. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110-to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- I. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials, and equipment. Comply with utility company recommendations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilizations ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
 - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
 - 2. Connect temporary sewers to private system indicated as directed by sewer department officials.

3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
1. Provide rubber hoses as necessary to serve Project site.
 2. As soon as water is required at each level, extend service to form a temporary water- and fire-protection standpipe. Provide distribution piping. Space outlets so water can be reached with a 100-foot (30-m) hose. Provide one hose at each outlet.
 3. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 2. Toilets: Use of Owner's existing toilet facilities will not be permitted.
 3. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
 4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
 - a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45-55 deg F (7.2 to 12.7 deg C).
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (18.3 deg C) for finishing activities and areas where finished Work has been installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include

meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.

1. Install electric power service underground, unless overhead service must be used.
 2. Install distribution wiring overhead and rise vertically where least exposed to damage.
 3. Connect to Owner's existing electric power service, as directed by electric company officials.
- H. Electric Power Service: Use of Owner's existing electric power will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- I. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 2. Provide warning signs at power outlets other than 110 to 120 V.
 3. Provide metal conduit enclosures or boxes for wiring devices.
 4. Provide 4-gang outlets, spaced so 100-foot (30-m) extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 2. Provide one 100-W incandescent lamp per 500 sq. ft. (45 sq. m), uniformly distributed for general lighting, or equivalent illumination.
 3. Provide one 100-W incandescent lamp every 50 feet (15m) in traffic areas.
 4. Provide one 100-W incandescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
- K. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all construction personnel engaged in construction activities.
1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
 2. At each telephone, post a list of important telephone numbers.

- a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
3. Provide voice-mail service on superintendent's telephone.
 4. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
 5. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner. Review first subparagraph below with Owner's insurance carrier. Revise to suit Project.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install sub base and base for temporary roads and paved areas according to Division 2 Section "Earthwork."
3. Recondition base after temporary use, including removing contaminated material, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 2 Section "Hot-Mix Asphalt Paving." a lawful manner that will not result in Project or adjoining property nor endanger permanent Work or temporary facilities.

- C. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- E. Common-Use Field Office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 6 persons at Project site. Keep office clean and orderly.
1. Provide an electric heater with thermostat capable of maintaining a uniform indoor temperature of 68 deg F (20 deg C). Provide an air-conditioning unit capable of maintaining an indoor temperature of 72 deg F (23 deg C).
 2. Provide fluorescent light fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot (4-m) intervals, 1 per wall in each room.
- F. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. A void using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater Control: Provide earthen embankments and similar barriers in and around Excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.

- C. Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates. Minimum 6' -0" high chain link fence.
1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
 3. Provide video surveillance to cover 360 degrees of the site, recorded to DVR with high resolution.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- G. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities or types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fireprotection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
 5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt, and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

SECTION 01700-EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Sections include the following:

1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Submittal Procedures" for submitting surveys.
3. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the

existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Architect and Owner not less than seven days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before

fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property concerns.

- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements".

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- E. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- F. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 02300 –EARTHWORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete walks and pavements.
5. Base course for asphalt paving.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches within building lines.
8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

- B. Related Sections include the following:

1. Division 2 Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and plantings.
2. Division 3 Section "Cast-in-Place Concrete" for granular course over vapor retarder.
3. Division 15 and 16 Sections for excavating and backfilling buried mechanical and electrical utilities and buried utility structures.

1.3 UNIT PRICES

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:

1. 24 inches (600 mm) outside of concrete forms other than at footings.
2. 12 inches (300 mm) outside of concrete forms at footings.
3. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
5. 6 inches (150 mm) beneath bottom of concrete slabs on grade.
6. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.

- B. Unit prices for rock excavation include replacement with approved materials.

1.4 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
1. Additional Excavation: Excavation below subgrade elevations as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. Yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch (1065-mm-) wide, short-tip-radius rock bucket; rated at not less than 120-hp (89-kW) flywheel power with bucket-curling force of not less than 25,000 lbf (111 kN) and stick-crowd force of not less than 18,700 lbf (83 kN); measured according to SAE J-1179.
 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp (157-kW) flywheel power and developing a minimum of 45,000-lbf (200-kN) breakout force; measured according to SAE J-732.
- I. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material $\frac{3}{4}$ cu. yd. (0.57 cu. m) or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm).
- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

- M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

- A. Product Data: For the following:

1. Each type of plastic warning tape.
2. Drainage fabric.
3. Separation fabric.

- B. Samples: For the following:

1. 30-lb (14-kg) samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources.
2. 12-by-12-inch (300-by-300-mm) sample of drainage fabric.
3. 12-by-12-inch (300-by-300-mm) sample of separation fabric.

- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
3. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

- D. Blasting plan approved by authorities having jurisdiction, for record purposes.

- E. Seismic survey agency report, for record purposes.

1.6 QUALITY ASSURANCE

- A. Comply with applicable requirements of NFPA 495, "Explosive Materials Code."

- B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring services during blasting operations.

- C. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

- D. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2- PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and

natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No.4 (4.75-mm) sieve.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

L. BACKFILL AND BEDDING MATERIAL:

1. asdf Materials shall be installed per Section 02300
2. Backfill must meet ASTM C-33, paragraph 7.1 for quality and soundness. Backfill must be certified by supplier.
3. Pea Gravel: Must consist of clean, naturally rounded aggregate with a mix of particle sizes not less than 1/8" or more than 3/4". No more than 5% may pass the #8 sieve. Dry gravel density must be a minimum of 95 pounds per cubic foot.
4. Crushed Stone or Gravel: Must be washed with angular particle size not less than 1/8" or more than 1 1/2". No more than 5% may pass the #8 sieve. Dry gravel density must be a minimum of 95 pounds per cubic foot.
5. Sand: River or approved sand is permitted providing it shall be washed clean and is free flowing. When backfilling make sure sand is evenly distributed and packed around the piping.

M. BACKFILL AND BEDDING MATERIAL OF FUEL TANKS:

1. Install tanks per manufacturer recommendations as specified within their "Installation manual & operating guidelines for fiberglass underground storage tanks." Contractor to ensure that the most current installation manual is being used and strictly adhered to and followed.
2. Primary backfill material to be used per manufacturers specifications. Secondary backfill material per manufactures specifications not to be used.
3. All secondary backfill shall be installed per the civil drawings.
4. All excavated petroleum line trenches are to be backfilled with primary backfill material per manufacturer's specifications.
5. Dead man anchors to be used as specified by the site-specific geotechnical report, civil plans, and Xerxes Buoyancy Calculations.

PART 3-EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect sub grades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared sub grades, and from flooding Project site and surrounding area.

- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.
- B. Explosives: Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.
 - 1. Do not damage adjacent structures, property, or site improvements or weaken the bearing capacity of rock subgrade when using explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Rock excavation will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Rock excavation includes removal and disposal of rock.
 - a. Do not excavate rock until it has been classified and cross-sectioned by Architect.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

2. Pile Foundations: Stop excavations from 6 to 12 inches (150 to 300 mm) above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended for bearing surface.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

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

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
 1. Clearance: 12 inches (300 mm) on each side of pipe or conduit.
 2. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter and flatbottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
 3. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 4 inches (100 mm) deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 APPROVAL OF SUBGRADE

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.

3.9 UNAUTHORIZED EXCAVATION

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

3.10 STORAGE OF SOIL MATERIALS

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

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Inspecting and testing underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of

footings; fill with concrete to elevation of bottom of footings.

- C. Provide 4-inch~ (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of subbase material, free of particles larger than 1 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
(25)
 - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.13 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

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

3.15 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
- D. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below sub grade and compact each layer of backfill or fill material at 85 percent.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
 2. Walks: Plus or minus 1 inch (25 mm).
 3. Pavements: Plus or minus 1/2 inch (13 mm).
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.17 SUBSURFACE DRAINAGE

- A. Drainage Piping: Drainage pipe IS specified in Division 2 Section "Foundation Drainage Systems."
- B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch (150-mm) course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches (300 mm) of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches (150 mm).
 1. Compact each course of filter material to 95 percent of maximum dry unit weight

according to ASTM D 698.

C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches (300 mm) of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 (150 mm).

1. Compact each course of filter material to 95 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

3.18 SUBBASE AND BASE COURSES

A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

B. Under pavements and walks, place subbase course on separation fabric according to fabric manufacturer's written instructions and as follows:

C. Under pavements and walks, place subbase course on prepared subgrade and as follows:

1. Place base course material over subbase.
2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
3. Shape subbase and base to required crown elevations and cross-slope grades.
4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
5. When thickness of compacted subbase or base course exceeds 6 (150 mm), place materials in equal layers, with no layer more than 6 (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

D. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300 mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.19 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet (30 m) or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02513 – HOT-MIX ASPHALT PAVING

PART 1- GENERAL

1.1 SUMMARY

- A. Section includes asphalt concrete paving work.
- B. Related Sections: Prepared aggregate subbase is specified in earthwork section.
 - 1. At contractor's option the asphalt paving may be replaced with Portland Cement Concrete paving.

1.2 SUBMITTALS

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with State highway or transportation department standard specifications, latest edition, and with local governing regulations if more stringent than herein specified.

1.4 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg.F (10 deg.C), and when temperature has not been below 35 deg.F (1 deg.C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
 - 1. Construct asphalt concrete surface course when atmospheric temperature is above 50 deg.F (4 deg.C), and when base is dry. Base course may be placed when air temperature is above 30 deg. F (-1 deg. C) and rising.
- B. Grade Control: Establish and maintain required lines and elevations.

PART 2- PRODUCTS

2.1 MATERIALS

- A. Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
- B. Base Course Aggregate: Sound, non-expansive angular crushed stone, crushed gravel, or crushed slag, sand, stone, or slag screenings, 1" Gradation.
 - 1. Uncrushed gravel may be used in base course mixture if required to suit local material availability.

C. 1" Gradation Table

| <u>Sieve Size</u> | <u>(Percent Passing)</u> | <u>Tolerance (Percent)</u> |
|-------------------|--------------------------|----------------------------|
| 1" | 100 | +/-6 |
| 1/2" | 85 | +/-6 |
| No. 4 | 55 | +/-4 |
| No. 16 | 31 | +/-4 |
| No. 50 | 19 | +/-4 |
| No. 200 | 9 | +/-2 |

D. Base Course Thickness: Refer to Soils Report.

E. Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

F. Sand prepared from stone, blast-furnace slag, or gravel, or combinations thereof, may be used if required to suit local material availability.

G. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with AASHTO M 17 (ASTM D 242).

H. Asphalt Cement: AASHTO M 226 (ASTM D 3381) for viscosity-graded material and AASHTO M 20 (ASTM D 946) for penetration-graded material.

I. Tack Coat: Emulsified asphalt, AASHTO M 140 (ASTM D 997) or M 208 (D 2397); SS-1 SS-1h, CSS-1 or CSS-1h, diluted with one part water to one-part emulsified asphalt.

J. Land Marking Paint: Chlorinated rubber-alkyd type, AASHTO M 248 (FS TT -P-115), Type III.

2.2 ASPHALT-AGGREGATE MIXTURE

A. Provide plant-mix, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and as recommended by local paving authorities to suit project conditions.

B. The percentage of bituminous material by weight added to aggregate will be between 4% and 7% of the weight of the bituminous mixture. Aggregate gradation shall be as follows:

| <u>Sieve Size</u> | <u>Ideal Gradation (Percent Passing)</u> | <u>Ideal Gradation Tolerance</u> |
|-------------------|--|----------------------------------|
| 3/4" | 100 | 0 |
| 1/2" | 95 | +/-2 |
| 3/8" | 87 | +/-5 |
| No. 4 | 63 | +/-8 |

PART 3- EXECUTION

3.1 SURFACE PREPARATION

- A. Remove loose material from compacted base coarse surface immediately before applying herbicide treatment or prime coat.
 - 1. Proof roll prepared base coarse surface to check for unstable areas and areas requiring additional compaction.
 - 2. Notify Contractor of unsatisfactory conditions. Do not begin paving work until deficient base coarse areas have been corrected and are ready to receive paving.
- B. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted dry base coarse prior to paving.
- C. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland Cement Concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
 - 1. Allow to dry until at proper condition to receive paving.
 - 2. Exercise care in applying bituminous materials to avoid smearing on adjoining concrete surfaces. Remove and clean damaged surfaces.

3.2 PLACING MIX

- A. General: Place asphalt concrete mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225 deg.F (107 deg.C). Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Joints: Make joints between old and new pavements or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
- D. Asphalt adjacent to concrete curb and gutter, concrete waterways, catch basins or other drainage structures shall be compacted to an elevation of 1/4 inch above adjacent drainage structure (edge of concrete).
- E. Asphalt Concrete Thickness: Provide a minimum compacted asphalt thickness of 3".

3.3 COMPACTION

- A. Percentage of Maximum Density Requirements: Compact asphalt to not less than 96% of maximum laboratory density determined in accordance with ASTM D-2726-83 or ASTM D-1188-83.

3.4 ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
 - 1. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- C. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
- D. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- E. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened, or 24 hours, whichever is longer.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.5 TRAFFIC AND LANE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Striping: Use chlorinated-rubber base traffic lane-marking paint, factory-mixed, quick-drying, and non-bleeding.
- C. Color: White
 - 1. Blue: Handicap Insignia with Appropriate Stalls.
 - 2. Red: Fire Lanes
 - 3. White: Directional Arrows.
- D. Do not apply traffic and lane marking paint until layout and placement has been verified with Owner's Representative.
- E. Apply paint with mechanical equipment to product uniform straight edges. Apply 2 coats at manufacturer's recommended rates.

3.6 FIELD QUALITY CONTROL

- A. Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by

Engineer.

- B. Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:
1. Base Course: 1/2-inch, plus or minus.
 2. Surface Course: 1/4-inch, plus or minus.
- C. Base Course Testing: Owner shall employ testing laboratory to perform at least one density test on aggregate base course for each 200 c.y. (1200 s.y. at 6-inch) of material placed.
- D. Asphalt Testing: Owner shall employ testing laboratory to perform at least one (1) coring sample of asphalt taken for every 100 C.Y. (1440 S.Y. at 2-112 inches and 1200 S.Y. at 3-inches) of asphalt installed to verify asphalt density, temperature and thicknesses are in conformance with specifications. The testing agency shall locate coring sites for owner. The asphalt contractor is responsible for repair of core holes. Owner shall employ testing laboratory to provide laboratory testing for materials check on bituminous materials, including but not limited to: gradation, extraction, compaction, marshall density, stability, flow and % AC.
- E. Surface Smoothness: Test finished surface of each asphalt concrete courses for smoothness, using 10-foot straightedge applied parallel with, and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
1. Base Course Surface: 1/4-inch.
 2. Wearing Course Surface: 3/16-inch.
 3. Check surface areas at intervals as directed by Engineer.

END OF SECTION 02513

SECTION 02513 – HOT-MIX ASPHALT PAVING

PART 1- GENERAL

1.1 SUMMARY

- A. Section includes asphalt concrete paving work.
- B. Related Sections: Prepared aggregate subbase is specified in earthwork section.
 - 1. At contractor's option the asphalt paving may be replaced with Portland Cement Concrete paving.

1.2 SUBMITTALS

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with State highway or transportation department standard specifications, latest edition, and with local governing regulations if more stringent than herein specified.

1.4 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg.F (10 deg.C), and when temperature has not been below 35 deg.F (1 deg.C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
 - 1. Construct asphalt concrete surface course when atmospheric temperature is above 50 deg.F (4 deg.C), and when base is dry. Base course may be placed when air temperature is above 30 deg. F (-1 deg. C) and rising.
- B. Grade Control: Establish and maintain required lines and elevations.

PART 2- PRODUCTS

2.1 MATERIALS

- A. Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
- B. Base Course Aggregate: Sound, non-expansive angular crushed stone, crushed gravel, or crushed slag, sand, stone, or slag screenings, 1" Gradation.
 - 1. Uncrushed gravel may be used in base course mixture if required to suit local material availability.

C. 1" Gradation Table

| <u>Sieve Size</u> | <u>(Percent Passing)</u> | <u>Tolerance (Percent)</u> |
|-------------------|--------------------------|----------------------------|
| 1" | 100 | +/-6 |
| 1/2" | 85 | +/-6 |
| No. 4 | 55 | +/-4 |
| No. 16 | 31 | +/-4 |
| No. 50 | 19 | +/-4 |
| No. 200 | 9 | +/-2 |

D. Base Course Thickness: Refer to Soils Report.

E. Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag, and sharp-edged natural sand.

F. Sand prepared from stone, blast-furnace slag, or gravel, or combinations thereof, may be used if required to suit local material availability.

G. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with AASHTO M 17 (ASTM D 242).

H. Asphalt Cement: AASHTO M 226 (ASTM D 3381) for viscosity-graded material and AASHTO M 20 (ASTM D 946) for penetration-graded material.

I. Tack Coat: Emulsified asphalt, AASHTO M 140 (ASTM D 997) or M 208 (D 2397); SS-1 SS-1h, CSS-1 or CSS-1h, diluted with one part water to one-part emulsified asphalt.

J. Land Marking Paint: Chlorinated rubber-alkyd type, AASHTO M 248 (FS TT -P-115), Type III.

2.2 ASPHALT-AGGREGATE MIXTURE

A. Provide plant-mix, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and as recommended by local paving authorities to suit project conditions.

B. The percentage of bituminous material by weight added to aggregate will be between 4% and 7% of the weight of the bituminous mixture. Aggregate gradation shall be as follows:

| <u>Sieve Size</u> | <u>Ideal Gradation (Percent Passing)</u> | <u>Ideal Gradation Tolerance</u> |
|-------------------|--|----------------------------------|
| 3/4" | 100 | 0 |
| 1/2" | 95 | +/-2 |
| 3/8" | 87 | +/-5 |
| No. 4 | 63 | +/-8 |

PART 3- EXECUTION

3.1 SURFACE PREPARATION

- A. Remove loose material from compacted base coarse surface immediately before applying herbicide treatment or prime coat.
 - 1. Proof roll prepared base coarse surface to check for unstable areas and areas requiring additional compaction.
 - 2. Notify Contractor of unsatisfactory conditions. Do not begin paving work until deficient base coarse areas have been corrected and are ready to receive paving.
- B. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted dry base coarse prior to paving.
- C. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland Cement Concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
 - 1. Allow to dry until at proper condition to receive paving.
 - 2. Exercise care in applying bituminous materials to avoid smearing on adjoining concrete surfaces. Remove and clean damaged surfaces.

3.2 PLACING MIX

- A. General: Place asphalt concrete mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225 deg.F (107 deg.C). Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Joints: Make joints between old and new pavements or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
- D. Asphalt adjacent to concrete curb and gutter, concrete waterways, catch basins or other drainage structures shall be compacted to an elevation of 1/4 inch above adjacent drainage structure (edge of concrete).
- E. Asphalt Concrete Thickness: Provide a minimum compacted asphalt thickness of 3".

3.3 COMPACTION

- A. Percentage of Maximum Density Requirements: Compact asphalt to not less than 96% of maximum laboratory density determined in accordance with ASTM D-2726-83 or ASTM D-1188-83.

3.4 ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
 - 1. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- C. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.
- D. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density.
- E. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened, or 24 hours, whichever is longer.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.5 TRAFFIC AND LANE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Striping: Use chlorinated-rubber base traffic lane-marking paint, factory-mixed, quick-drying, and non-bleeding.
- C. Color: White
 - 1. Blue: Handicap Insignia with Appropriate Stalls.
 - 2. Red: Fire Lanes
 - 3. White: Directional Arrows.
- D. Do not apply traffic and lane marking paint until layout and placement has been verified with Owner's Representative.
- E. Apply paint with mechanical equipment to product uniform straight edges. Apply 2 coats at manufacturer's recommended rates.

3.6 FIELD QUALITY CONTROL

- A. Test in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by

Engineer.

- B. Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:
1. Base Course: 1/2-inch, plus or minus.
 2. Surface Course: 1/4-inch, plus or minus.
- C. Base Course Testing: Owner shall employ testing laboratory to perform at least one density test on aggregate base course for each 200 c.y. (1200 s.y. at 6-inch) of material placed.
- D. Asphalt Testing: Owner shall employ testing laboratory to perform at least one (1) coring sample of asphalt taken for every 100 C.Y. (1440 S.Y. at 2-112 inches and 1200 S.Y. at 3-inches) of asphalt installed to verify asphalt density, temperature and thicknesses are in conformance with specifications. The testing agency shall locate coring sites for owner. The asphalt contractor is responsible for repair of core holes. Owner shall employ testing laboratory to provide laboratory testing for materials check on bituminous materials, including but not limited to: gradation, extraction, compaction, marshall density, stability, flow and % AC.
- E. Surface Smoothness: Test finished surface of each asphalt concrete courses for smoothness, using 10-foot straightedge applied parallel with, and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
1. Base Course Surface: 1/4-inch.
 2. Wearing Course Surface: 3/16-inch.
 3. Check surface areas at intervals as directed by Engineer.

END OF SECTION 02513

FOR BIDDING REFERENCE ONLY!
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 02764 - PAVEMENT JOINT SEALANTS

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Expansion and contraction joints within portland cement concrete pavement.
2. Joints between portland cement concrete and asphalt pavement.

- B. Related Sections include the following:

1. Division 2 Section "Hot-Mix Asphalt Paving" for constructing joints between concrete and asphalt pavement.
2. Division 2 Section "Portland Cement Concrete Paving" for constructing joints in concrete paving.
3. Division 7 Section "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.

1.3 SUBMITTALS

- A. Product Data: For each joint sealant product indicated.

- B. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.

- C. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- D. Compatibility and Adhesion Test Reports: From joint sealant manufacturer indicating the following:

1. Materials forming joint substrates and joint-sealant backer materials have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

- E. Product Test Reports: From a qualified testing agency indicating joint sealants comply with requirements, based on comprehensive testing of current product formulations.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 F (4.4 deg C).
 - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than that allowed by joint sealant manufacturer for application indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2- PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Multicomponent Jet-Fuel-Resistant Sealant for Concrete: Pourable, chemically curing elastomeric formulation complying with the following requirements for formulation and with ASTM C 920 for type, grade, class, and uses indicated:

- B. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
- C. Available Products: Subject to compliance with requirements, cold-applied joint sealants that may be incorporated into the Work include:
- D. Products: Subject to compliance with requirements, provide the following:
 - 1. Type SL elastomeric sealant (JET FUEL RESIST ANT)
 - a. Sikaflex -2c SL (ALL CONCRETE JOINTS)
 - b. V-Seal 102 Winter Guard (ALL CONCRETE JOINTS)
 - 2. W.R. Meadows, Sealtight, Gardox joint sealant (ALL CONCRETE TO ASPHALT JOINTS.)

2.3 JOINT -SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are non-staining, are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rod for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.

2.4 PRIMERS

- A. Primers: Product recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint- sealant-substrate tests and field tests.

PART 3- EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of backer materials.
 2. Do not stretch, twist, puncture, or tear backer materials.
 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses provided for each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealants from surfaces adjacent to joint.
 2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint sealant manufacturer's written instructions, unless otherwise indicated.
- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

3.4 CLEANING

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

3.5 PROTECTION

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

END OF SECTION 02764

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 02800

IRRIGATION

PART 1 – GENERAL

1.1 SUMMARY

- A. Irrigation system required for this work includes but is not limited to the furnishing of all labor, tools, materials, appliances, tests, permits, taxes, etc., necessary for the installation of a landscape irrigation system as herein specified and shown on the drawings, and the removal of all debris from the site.
1. Locate, purchase, deliver and install piping, conduit, sleeves, 120 volt and low voltage electrical and water connections, valves, backflow preventer devices, controllers, rain sensors, spray and bubbler heads, drip irrigation lines, and associated accessories for a fully operational automatic irrigation system.
 2. Trenching and water settling of backfill material.
 3. Testing and startup of the irrigation system.
 4. Prepare an as built record set of drawings.
 5. Training of the Owner's maintenance personnel in the operational requirements of the Irrigation system.
 6. Clean up and disposal of all excess and surplus material.
 7. Maintenance of the irrigation system during the proscribed maintenance period.
- B. The system shall efficiently and evenly irrigate all areas and be complete in every respect and shall be left ready for operation to the satisfaction of the Owner's Representative.
- C. Coordinate with other trades, as needed to complete work, including but not limited to Water Meter, Point of Connection (POC) and Backflow Preventer Device (BFPD) location and electrical hookups.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and its general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any part shall be as binding as if called for in all parts.

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
1. Drawings and general provisions of contract, including general and supplementary conditions and Division I specifications, apply to work of this section.
 2. Related Specification Sections
 - a. Section - Planting
 - b. Section - Planting Soil
 - c. Section – Tree and Plant Protection
- B. References:
1. American Society of Testing Materials (ASTM): cited section numbers.
 2. National Sanitation Foundation (NSF): rating system.
 3. Irrigation Association: Turf & Landscape Irrigation Best Management Practices

1.4 VERIFICATION

- A. Irrigation piping and related equipment are drawn diagrammatically. Scaled dimensions are approximate only. Before proceeding with work, carefully check and verify dimensions and immediately notify the Owner's Representative of discrepancies between the drawings or specifications and the actual conditions. Although sizes and locations of plants and or irrigation equipment are drawn to scale wherever possible, it is not within the scope of the drawings to show all necessary offsets, obstructions, or site conditions. The Contractor shall be responsible to install the work in such a manner that it will be in conformance to site conditions, complete, and in good working order.
- B. Piping and equipment is to be located within the designated planting areas wherever possible unless specifically defined or dimensioned otherwise.

1.5 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to the Contractor's actions.

1.7 CHANGES IN THE WORK

- A. The Owner's Representative may order changes in the work, and the contract sum being adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications and Contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.8 CORRECTION OF WORK

- A. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest as possible time that can be coordinated with other work, and seasonal weather demands, but not more than 90 (ninety) days after notification.

1.9 DEFINITIONS

- A. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- B. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete

and the Warranty period has begun. This date may be different that the date of substantial completion for the other sections of the project.

- C. Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of specification. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrently.

1.10 SUBMITTALS

- A. See the contract General Conditions for policy and procedures related to submittals.

- B. Product data

1. Submit a minimum of (3) complete lists of all irrigation equipment to be used, manufacturer's brochures, maintenance manuals, warranties and operating instructions, within 15 days after the notice to proceed.
 - a. This submission may be done digitally and all documents shall be submitted in one PDF document.
2. The submittals shall be packaged and presented in an organized manner, in the quantity described in Division 1 of the specifications. Provide a table of contents of all submitted items.
3. Clearly identify on each submitted sheet by underlining or highlighting (on each copy) the specific product being submitted for approval. Failure to clearly identify the specific product being submitted will result in a rejection for the entire submittal. No substitutions of material or procedures shall be made concerning these documents without the written consent of an accepted equivalent by the Owner's Representative.
4. Equipment or materials installed or furnished without prior approval of the Owner's Representative, may be rejected by the Owner's Representative and the Contractor shall be required to remove such materials from the site at their own expense.
5. Approval of substitution of material and/or products, other than those specified shall not relieve the Contractor from complying with the requirements of the contract documents and specifications. The Contractor shall be responsible, at their own expense, for all changes that may result from the approved substitutions, which affect the installation or operations other items of their own work and/or the work of other Contractors.

- C. Samples: Samples of the equipment may be required at the request of the Owner's Representative if the equipment is other than that specified.

- D. Other Submittals: Submit for approval:

1. Documentation of the installer's qualifications.
2. As built record set of drawings.
3. Testing data from all required pressure testing.
4. Backflow prevention device certification: Certification from the manufacturer or their representative that the back flow prevention device has been installed correctly according to the manufacture's requirements.
5. Booster pump certification: Certification from the manufacturer or their representative that the booster pump has been installed correctly according to the manufacturer's requirements.
6. Irrigation controller certification: Certification from the manufacturer or an authorized distributor that the Controller has been installed correctly according to the manufacture's requirements.

1.11 OBSERVATION OF THE WORK

- A. The Owner's Representative may inspect the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
 1. Trenching, directional boring, and sleeving review.
 2. Final acceptance / system malfunction corrections.

1.12 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.13 QUALITY ASSURANCE

- A. It is the intention of this specification to accomplish the work of installing an automatic irrigation system, which will operate in an efficient and satisfactory manner. The irrigation system shall be installed and made operational according to the workmanlike standards established for landscape installation and sprinkler irrigation operation as set forth by the most recent Best Management Practices (BMP) of the Irrigation Association.
- B. The specification can only indicate the intent of the work to be performed rather than a detailed description of the performance of the work. It shall be the responsibility of the Contractor to install said materials and equipment in such a manner that they shall operate efficiently and evenly and support optimum plant growth and health.
- C. The Owner's Representative shall be the sole judge of the true intent of the drawings and specifications and of the quality of all materials furnished in performance of the contract.
- D. The Contractor shall keep one copy of all drawings and specifications on the work site, in good order. The Contractor shall make these documents available to the Owner's Representative when requested.
- E. In the event of any discrepancies between the drawings and the specification, the final decision as to which shall be followed, shall be made by the Owner's Representative.
- F. In the event the installation is contradictory to the direction of the Owner's Representative, the installation shall be rectified by the Contractor at no additional cost to the Owner. The Contractor shall immediately bring any such discrepancies to the attention of the Owner's Representative.
- G. It shall be distinctly understood that no oral statement of any person shall be allowed in any manner to modify any of the contract provisions. Changes shall be made only on written authorization of the Owner's Representative.
- H. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work.
 - a. Installer Field Supervision: The installer shall maintain on site an experienced full-time supervisor who can communicate in English with the Owner's Representative.
 - b. Submit the installer's qualifications for approval.

1.14 IRRIGATION SYSTEM WARRANTY:

- A. The Contractor shall Warrantee all workmanship and materials for a period of 1 year following the acceptance of the work.
1. Any parts of the irrigation work that fails or is defective shall be replaced or reconstructed at no expense to the Owner including but not limited to: restoring grades that have settled in trenches and excavations related to the work. Reconstruction shall include any plantings, soil, mulch or other parts of the constructed landscape that may be damaged during the repair or that results from soil settlement.
- B. The date of acceptance of the work and start of the Guarantee period shall be determined by the Owner's Representative, upon the finding that the entire irrigation system is installed as designed and specified, and found to be operating correctly, supplying water evenly to all planting and/or lawn areas.
- C. The system controller shall be warranted by the equipment manufacturer against equipment malfunction and defects for a period of 1 year, following the acceptance of the work.
- D. Neither the final acceptance nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects within a period of 7 days (s) from the date of notification of a defect.
- 1.15 SITE CONDITIONS
- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the installation of the work. Do not proceed with work until unsatisfactory conditions have been corrected.
- 1.16 DELIVERY, STORAGE, AND HANDLING
- A. All materials and equipment shall be stored properly and protected as required by the Contractor. The Contractor shall be entirely responsible for damages or loss by weather or other cause to work under the contract. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the work.
- B. Deliver the products to the job site in their original unopened container with labels intact and legible at time of use.
- C. Store in accordance with the manufacturers' recommendations.
- 1.17 PROTECTION
- A. The Contractor shall continuously maintain adequate protection of all their work from damage, destruction, or loss, and shall protect the owner's property from damage arising in connection with this contract. Contractor shall make good any such damage, destruction, loss or injury. Contractor shall adequately protect adjacent property as provided by law and the contract documents.
- B. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries or damage to any person or property resulting from their work, and shall alone be responsible for the same if such occurs.
- C. All existing paving, structures, equipment or plant material shall be protected at all times, including the irrigation system related to plants, from damage by workers and equipment. The Contractor shall follow all protection requirements including plant protection provision of the general contract documents. All damages shall be repaired or replaced at the Contractor's expense. Repairs and or replacement shall be to the satisfaction of the Owner's Representative, including the selection of a Contractor to undertake the repair or maintenance. Repairs shall be at no cost to the owner.
1. For trees damaged to the point where they will not be expected to survive or which are severely disfigured and that are too large to replace, the cost of damages shall be as determined by the Owner's arborist using accepted tree value evaluation methods.

- D. The Contractor shall refrain from trenching within the drip line of any existing tree to remain. The Owner's Representative may require the Contractor to relocate proposed irrigation work, bore lines beneath roots or use air spade technology to dig trenches through and under the root system to avoid damage to existing tree root areas.

1.18 EXCAVATING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.

- 1. Do not begin any excavation until all underground utilities have been located and marked.

Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain stakes and or markings set by others until parties concerned mutually agree to their removal.

- B. Notification of Blue Stakes, 811, is required for all excavation around utilities. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the *Local Utility Locator Service*.

1.19 POINT OF CONNECTION

- A. The point of connection of the irrigation system to its electrical power sources shall be provided by the irrigation installer. All connections shall be made by a licensed electrical Contractor per governing codes at the location shown on the drawings.

- B. The point of connection of the irrigation system to its potable and or non-potable water sources, including the main shutoff valve and backflow preventer shall be provided by the irrigation installer. All connections shall be made by a licensed Contractor per governing codes, at the location shown on the drawings.

1.20 TEMPORARY UTILITIES

- A. All temporary piping, wiring, meters, panels and other related appurtenances required between source of supply and point of use shall be provided by the Contractor and coordinated with the Owner's Representative. Existing utilities may be used with the written permission of the owner.

1.21 CUTTING, PATCHING, TRENCHING AND DIGGING

- A. The Contractor shall do all cutting, fitting, trenching or patching of their work that may be required to make its several parts come together as shown upon, or implied by, the drawings and specifications for the completed project.

- B. Digging and trenching operations shall be suspended when the soil moisture is above field capacity.

1.22 USE OF PREMISES

- A. The Contractor shall confine their apparatus; the storage of materials, and the operations of their workers to limits indicated by the law, ordinances, or permits and shall not unreasonably encumber the premises with their materials.

- B. Contractor parking, and material and equipment storage shall in areas approved by the Owner's Representative.

1.23 AS BUILT RECORD SET OF DRAWINGS

- A. Immediately upon the installation of any buried pipe or equipment, the Contractor shall indicate on the progress record drawings the locations of said pipe or equipment. The progress record drawings shall be made available at any time for review by the Owner's Representative.

- B. Before final acceptance of work, the Contractor shall provide an as built record set of drawings showing the irrigation system work as built. The drawings shall be transmitted to the Owner's Representative in paper format and as a pdf file of each document on compact disk or flash drive. The drawings shall include all information shown on the original contract document and revised to reflect all changes in the work. The drawings shall include the following additional information
1. All valves shall be numbered by station and corresponding numbers shall be shown on the as built record set of drawings.
 2. All main line pipe or irrigation equipment including sleeves, valves, controllers, irrigation wire runs which deviate from the mainline location, backflow preventers, remote control valves, grounding rods, shut-off valves, rain sensors, wire splice locations, and quick coupling valves shall be located by two (2) measured dimensions, to the nearest one-half foot. Dimensions shall be given from permanent objects such as buildings, sidewalks, curbs, walls, structures and driveways. All changes in direction and depth of main line pipe shall be noted exactly as installed. Dimensions for pipes shall be shown at no greater than a 50 ft. maximum interval.
 3. As built record set of drawings shall be signed and dated by the Contractor attesting to and certifying the accuracy of the as built record set of drawings. As built record set of drawings shall have "As Built Record Set of Drawings", company name, address, phone number and the name of the person who created the drawing and the contact name (if different).
- C. The Owner shall make the original contract drawing files available to the Contractor.

1.24 CONTROLLER CHARTS:

- A. Provide one controller chart for each automatic controller installed.
1. On the inside surface of the cover of each automatic controller, prepare and mount a color-coded chart showing the valves, main line, and systems serviced by that particular controller. All valves shall be numbered to match the operation schedule and the drawings. Only those areas controlled by that controller shall be shown. This chart shall be a plot plan, entire or partial, showing building, walks, roads and walls. The plan, reduced as necessary and legible in all details, shall be made to a size that will fit into the controller cover. This print shall be approved by the Owner's Representative and shall be protected in laminated in a plastic cover and be secured to the inside back of the controller cabinet door.
 2. The controller chart shall be completed and approved prior to acceptance of the work.

1.25 TESTING

- A. Provide all required system testing with written reports as described in part 3.

1.26 OPERATION AND MAINTENANCE MANUALS AND GUARANTEES

- A. Prepare and deliver to the Owner's Representative within ten calendar days prior to completion of construction, two 3-ring hard cover binders containing the following information:
1. Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.
 2. Catalog and parts sheets on all material and equipment.
 3. Guarantee statement. The start of the guarantee period shall be the date the irrigation system is accepted by the Owner.
 4. Complete operating and maintenance instruction for all major equipment.
 5. Irrigation product manufacturers warranties.
- B. In addition to the above-mentioned maintenance manuals, provide the Owner's maintenance

personnel with instructions for maintaining major equipment and show evidence in writing to the Owner's Representative at the conclusion of the project that this has been rendered.

PART 2 – PRODUCTS

2.1 MATERIALS GENERAL

- A. All materials shall be of standard, approved and first grade quality and shall be new and in perfect condition when installed and accepted.
- B. Where irrigation systems use reclaimed water, all products including valve boxes, lateral and main line pipe, etc. where applicable and/or required by local code shall have the reclaimed water purple color designation.

2.2 PIPING MATERIAL

- A. Individual types of pipe and fittings supplied are to be of compatible manufacturer unless otherwise approved. Pipe sizes shown are nominal inside diameter unless otherwise noted.
- B. Plastic pipe:
 1. All pipe shall be free of blisters, internal striations, cracks, or any other defects or imperfections. The pipe shall be continuously and permanently marked with the following information: manufacturer's name or trade mark, size, class and type of pipe pressure rating, quality control identifications, date of extrusion, and National Sanitation Foundation (NSF) rating.
 2. Pressure main line for piping upstream of remote-control valves and quick coupling valves:
 - a. Pipe smaller than 2-inch diameter shall be plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride (PVC) 1220, Type 1, Grade 2 conforming to ASTM D 1785, designated as Schedule 40.
 - b. Pipe 2- 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 315.
 - c. Pipe larger than 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 200 PVC.
 3. Non-pressure lateral line for piping downstream of remote-control valves: plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride PVC 1220 (type 1, grade 2) conforming to ASTM d 1785, designated as Class 200, 3/4" minimum size.
- C. Galvanized pipe shall be used for above ground connections to, backflow prevention device assemblies, hose bibs, and booster pumps and as shown on the plans and details.
 1. Pipe shall be hot dip galvanized continuous welded, seamless, Schedule 40 conforming to applicable current ASTM standards.

2.3 FITTINGS AND CONNECTIONS:

- A. Polyvinyl chloride pipe fittings and connections: Type II, Grade 1, Schedule 40, high impact molded fittings, manufactured from virgin compounds as specified for piping tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and National Sanitation Foundation (NSF) seal of approval. PVC fittings shall conform to ASTM D2464 and D2466.
- B. Brass pipe fittings, unions, and connections: standard 125-pound class 85% red brass fittings and connections, IPS threaded.
- C. PVC Schedule 80 threaded risers and nipples: Type I, grade 1, Schedule 80, high impact molded, manufactured from virgin compounds as specified for piping and conforming to ASTM D-2464. Threaded ends shall be molded threads only. Machined threads are not acceptable.

- D. Galvanized pipe fittings shall be galvanized malleable iron ground joint Schedule 40 conforming to applicable current ASTM standards.

2.4 SOLVENT CEMENTS AND THREAD LUBRICANT

- A. Solvent cements shall comply with ASTM D2564. Socket joints shall be made per recommended procedures for joining PVC plastic pipe and fittings with PVC solvent cement and primer by the pipe and fitting manufacturer and procedures outlined in the appendix of ASTM D2564.
- B. Thread lubricant shall be Teflon ribbon-type, or approved equal, suitable for threaded installations as per manufacturer's recommendations.
- C. Pipe Joint Compound (Pipe dope) shall be used on all galvanized threaded connections. Pipe Joint Compound is a white colored, non-separating thread sealant compound designed to seal threaded connections against leakage due to internal pressure. It shall contain PTFE (Polytetrafluoroethylene) to permit a tighter assembly with lower torque, secure permanent sealing of all threaded connections and allow for easy disassembly without stripping or damaging threads.

2.5 BACKFLOW PREVENTION DEVICES

- A. The backflow prevention device shall be certified to NSF/ANSI 372 shall be ASSE Listed 1013, rated to 180-degree F, and supplied with full port ball valves.
- B. The main body and access covers shall be low lead bronze (ASTM B 584)
- C. The seat ring and all internal polymers shall be NSF Listed Noryl and the seat disc elastomers shall be silicone.
- D. Backflow Preventer shall be as indicated on the drawings.

2.6 PRESSURE REGULATOR

- A. Pressure regulator shall certified to NSF/ANSI 372, consisting of low lead bronze body bell housing, a separate access cap shall be threaded to the body and shall not require the use of ferrous screws.
- B. The main valve body shall be cast bronze (ASTM B 584).
- C. The access covers shall be bronze (ASTM B 584 or Brass ASTM B 16)
- D. The assembly shall be of the balanced piston design and shall reduce the pressure in both flow and no flow conditions.
- E. Pressure regulator shall be as indicated on the drawings.

2.7. Wye Strainer

- A. Strainer shall conform to MIL-S-16293, and be ANSI 3rd party certified to comply with the states lead plumbing law 0.25% maximum weighted average lead content.
- B. The main body shall be low lead bronze (ASTM B 584)
- C. The access covers shall be yellow brass or cast bronze (ASTM B 16 or ASTM B 584)
- D. Strainer screen shall be 300 series stainless steel available in 20, 40, 60, 80, or 100 mesh.
- F. Wye strainer shall be as indicated on the plans.

2.7 BACKFLOW PREVENTER CAGE

- A. A heavy-duty steel mesh cage with rust proof finish. The caging shall be sized to allow space for the entire piping assembly associated with the Backflow Preventer unit, and all associated equipment.

- B. The cage shall include the manufacturers' standard tamper proof locking mechanism.
- C. Provide a concrete base as detailed on the drawings.
- D. Backflow Preventer Cage type, manufacturer and color shall be as indicated on the plans.

2.8 BOOSTER PUMP

- A. Booster pump shall be housed in a sturdy, locking, weather-resistant case, furnished for maximum exterior protection.
- B. Booster pump shall be as indicated on the drawings.

2.9 BALL VALVES

- A. Ball valves for 3/4 inch through 2-1/2 inch shall be of PVC, block, tru-union design with EDPDM seals and O-ring.
- B. Ball valves for 3 inch and larger shall be gate design and shall be iron body, brass or bronze mounted AWWA gate valves, and shall have a clear waterway equal to the full nominal diameter of the valve, and shall be rubber gasket, flanged or mechanical joint only, and shall be able to withstand a continuous working pressure of 150 PSI. Valve shall be equipped with a square-operating nut.
- C. All ball valves located in a valve manifold shall be the same size as the main line (1-1/2-inch size minimum). Provide pipe-reducing adapters down stream of valves, as required. All ball valves in line shall be the same size as the pipe.
- D. Ball valves shall be as indicated on the drawings.

2.10 CHECK VALVES

- A. Swing check valves 2 inch and smaller shall be 200 lbs., W.O.G., bronze construction with replaceable composition, neoprene or rubber disc and shall meet or exceed federal specification WW-V-51d, class a, type iv.
- B. Anti-drain valves shall be of heavy-duty virgin PVC construction with female iron pipe thread inlet and outlet. Internal parts shall be stainless steel and neoprene. Anti-drain valves shall be field adjustable against draw out from 5 to 40 feet of head.
- C. Check valves shall be as indicated on the drawings.

2.11 REMOTE CONTROL VALVES

- A. Remote control valves shall be electrically operated, single seat, normally closed configuration, equipped with flow control adjustment and capability for manual operation.
- B. Valves shall be actuated by a normally closed low wattage solenoid using 24 volts, 50/60 cycle solenoid power requirement. Solenoid shall be epoxy encased. A union shall be installed on the discharge end.
- C. Remote control valves shall be wired to controller in same numerical sequence as indicated on drawings.
- D. Remote control valves shall be as indicated on the drawings.

2.12 MASTER CONTROL VALVES

- A. Master Control Valve shall be compatible with the irrigation controller.
- B. Master control valves shall be as indicated on the drawings.

- 2.13 FLOW SENSOR
- A. Flow sensor shall be compatible with the irrigation controller.
 - B. Flow sensor shall be as indicated on the drawings.
- 2.14 HYDROMETER
- A. Hydrometer shall be compatible with the irrigation controller.
 - B. Hydrometer shall be as indicated on the drawings.
- 2.15 QUICK COUPLER VALVES
- A. Quick coupler valves shall be a one- or two-piece, heavy-duty brass construction with a working pressure of 150 PSI with a built-in flow control and a self-closing valve.
 - B. Quick coupler shall be equipped with locking red brass cap covered with durable yellow thermo-plastic rubber cover. Key size shall be compatible with quick coupler and of same manufacturer.
 - C. Quick coupler valves shall be as indicated on the drawings.
- 2.16 SPRINKLER HEADS
- A. All sprinkler heads shall be as indicated on the drawings.
 - B. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body and fabricated as shown on the drawings.
- 2.17 AUTOMATIC CONTROLLER
- A. Controller shall be housed in a sturdy, locking, weather-resistant case, furnished for maximum exterior protection.
 - B. Automatic controller shall be as indicated on the drawings.
- 2.18 CONTROLLER DECODERS
- A. All decoders shall be per the controller manufacturer's specifications.
- 2.19 ELECTRICAL CONTROL WIRING
- A. Low voltage
 1. The electrical control wire shall be direct burial type UF, no. 14 AWG, solid, single conductor, copper wire UL approved or larger, if required to operate system as designed.
 2. For 2-Wire controllers all irrigation wire for the controller, flow sensor, master valve, hydrometer, remote control valves and moisture sensors shall be per the controller manufacturer's specifications and recommendations.
 3. Color code wires to each valve. Common wire shall be white.
 4. If multiple controllers are being utilized, and wire paths of different controllers cross each other, both common and control wires from each controller to be of different colors.
 5. Control wire splices: Splices are when required shall be placed in splice boxes.
 6. Wire connections shall be per the controller manufacturer's specifications and recommendations.
 - B. High voltage
 1. Shall be of type as required by local codes and ordinances.

2. Shall be of proper size to accommodate needs of equipment it is to serve.
- 2.20 VALVE BOXES AND MATERIALS
- A. Valve boxes: valve boxes shall be constructed of ABS (acrylonitrile butadiene styrene) plastic, green in color, with rigid base and sides and shall be supplied with bolt lock cover secured with stainless steel bolts. Cover shall be identified as shown on drawings. Provide box extensions as required.
 1. Master valves, flow sensors, remote control irrigation valves, gate valves, and ball valves 3 inch or less in size shall use a 14-inch x 19-inch x 12-inch rectangular box.
 2. Quick coupler valves, wire splices, and grounding rods shall use a 10-inch circular box.
- 2.21 CONCRETE THRUST BLOCKS
- A. Concrete thrust blocks shall be sized per the pipe manufactures requirement or as indicated on the drawings.
- 2.22 VALVE IDENTIFICATION TAGS
- A. Valve Identification Tags shall be 2.25-inch x 2.65-inch polyurethane. Color: potable water; yellow / Non-potable water; purple. Tags shall be permanently attached to each remote control valve with tamper proof seals as indicated on the drawings.
- 2.23 EQUIPMENT TO BE FURNISHED TO OWNER
- A. Two (2) sets of keys for each automatic controller.
 - B. Two (2) 48-inch tee wrenches for operating the gate valves.
 - C. Three (3) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
 - D. Five (5) Extra sprinkler heads, nozzles, shrub adapters, nozzle filter screens, for each type used on the project.
 - E. Two (2) quick coupler keys to match manufacturer type of quick coupler.
- 2.24 INCIDENTAL MATERIALS AND EQUIPMENT
- A. Furnish all materials and equipment not specified above, but which are necessary for completion of the work as intended.
- 2.25 MAIN LINE LOCATOR TAPE
- A. 3 - inch wide plastic detectable locator tape.
- 2.26 MAIN LINE AND LATERAL LINE BEDDING SAND
- A. Sand shall consist of natural or manufactured granular material, free of organic material, mica, loam, clay or other substances not suitable for the intended purpose.
 - B. Sand shall be masonry sand ASTM C 144 or coarse concrete sand, ASTM C 33.

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Code requirements shall be those of state and municipal codes and regulations locally governing this work, providing that any requirements of the drawings and specifications, not conflicting

therewith, but exceeding the code requirements, shall govern unless written permission to the contrary is granted by the Owner's Representative.

- B. Extreme care shall be exercised at all times by the Contractor in excavating and working in the project area due to existing utilities and irrigation systems to remain. Contractor shall be fully responsible for expenses incurred in the repair of damages caused by their operation.
1. The Contractor is responsible for identifying and maintaining existing irrigation main lines that supply water to areas on the site as noted on the drawings and outside of the proposed limit of work. The Contractor shall relocate or replace existing irrigation main line piping as required to provide a continuous supply of water to all areas of existing irrigation on site.
 - a. Providing continuous water supply shall include hand watering and or the use of watering trucks to provide adequate water.
- C. Plan locations of backflow preventers, valves, controllers, irrigation lines, sleeves, spray heads and other equipment are diagrammatic and indicate the spacing and relative locations of all installations. Final site conditions and existing and proposed plantings shall determine final locations and adjusted as necessary and as directed to meet existing and proposed conditions and obtain complete water coverage. Minor changes in locations of the above from locations shown shall be made as necessary to avoid existing and proposed trees, piping, utilities, structures, etc. at the Contractor's expense or when directed by the Owner's Representative.
1. The Contractor shall be held responsible for relocation of any items without first obtaining the Owner's Representative's approval. The Contractor shall remove and relocate such items at their expense if so directed by the Owner's Representative.
- D. Prior to any work the Contractor shall stake out locations of all pipe, valves, equipment and irrigation heads and emitters using an approved staking method and maintain the staking of the approved layout in accordance with the drawings and any required modifications. Verify all horizontal and vertical site dimensions prior to staking of heads. Do not exceed spacing shown on drawings for any given area. If such modified spacing demand additional or less material than shown on the drawings, notify the Owner's Representative before beginning any work in the adjacent area.
- E. Stub out main line at all end runs and as shown on drawings. Stub out wires for future connection where indicated on plan and as directed.
- F. Point of connection shall be approximately as shown on drawings. Connect new underground piping and valves and provide all flanges, adapters or other necessary fittings for connection.
- G. Permission to shut off any existing in-use water line must be obtained 48 hours in advance, in writing from the Owner. The Contractor shall receive instructions from the Owner's Representative as to the exact length of time of each shut-off.
- H. No fittings shall be installed on pipe underneath pavement or walls.
- I. Prior to starting any work, Contractor shall obtain a reading of existing static water pressure (no flow condition) at the designated point of connection and immediately submit written verification of pressure with date and time of recording to Owner's Representative.

3.2 TRENCHING, DIRECTIONAL BORING AND SLEEVING

- A. Perform all trenching, directional boring, sleeving and excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave-ins.
- B. The Contractor may use directional bore lines where it is practical or where required on the plans.
1. Extend the bore 1' past the edge of pavement unless noted differently on the plans
 2. Cap ends of each bore and locate ends at finished grade using metal stakes.
 3. All boring and sleeving shall have detectable locator tape placed at the ends of the pipe.

- C. Make trenches for mains, laterals and control wiring straight and true to grade and free of protruding stones, roots or other material that would prevent proper bedding of pipe or wire.
- D. Excavate trenches wide enough to allow a minimum of 4 - inch between parallel pipelines and 8-inch from lines of other trades. Maintain 3 - inch vertical clearance between irrigation lines. Minimum transverse angle is 45 degrees. All pipes shall be able to be serviced or replaced without disturbing the other pipes.
- E. Trenches for pipelines shall be made of sufficient depth to provide the minimum cover from finished grade as follows:
 1. Pressure main line: 18 inches below finish grade and 24-30 inches below paved areas in Schedule 40 PVC sleeves.
 2. Reclaimed water constant pressure main lines shall cross at least twelve (12) inches below potable water lines.
 - a. If a constant pressure reclaimed water main line must be installed above a potable water line or less than twelve (12) inches below a potable water line, then reclaimed water line shall be installed within an approved protective sleeve. The sleeve shall extend ten (10) feet from each side of the center of the potable line, for a total of twenty (20) feet. The sleeve shall be color-coded (purple) for use with reclaimed water.
 3. Lateral lines: 12 inches below finish grade and 18 inches below paved areas in Schedule 40 PVC sleeves.
 4. Control wiring: to the side of pressure main line and 24 inches below paved areas in Schedule 40 PVC sleeves.
- F. On new on-site systems (post-meter), the required horizontal separation between potable water lines, reclaimed water constant pressure main lines and sewer lines shall be a minimum of four (4) feet apart as directed by the project engineer and/ or regulatory agency. Measurements shall be between facing surfaces, not pipe centerlines.
- G. When trenching through areas of imported or modified soil, deposit imported or modified soils on one side of trench and subsoil on opposite side.
- H. Backfill the trench per the requirements in paragraphs "Backfilling and Compacting" below.

3.3 PIPE INSTALLATION

A. General Pipe Installation

1. Exercise caution in handling, loading and storing, of plastic pipe and fittings to avoid damage.
 - a. The pipe and fittings shall be stored under cover until using, and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subjected to undue bending or concentrated external load at any point.
 - b. All pipe that has been dented or damaged shall be discarded unless such dent or damaged section is cut out and pipe rejoined with a coupling.
2. Trench depth shall be as specified above from the finish grade to the top of the pipe.
3. Install a detectable pipe locator tape 6 to 8 inches above all main line pipes.

B. Polyvinyl Chloride Pipe (PVC) Installation

1. Under no circumstance is pipe to rest on concrete, rock, wood blocks, construction debris or similar items.

2. No water shall be permitted in the pipe until a period of at least 24 hours has elapsed for solvent weld setting and curing.
 3. Install assemblies and pipe to conform to respective details and where shown diagrammatically on drawings, using first class workmanship and best standard practices as approved. All fittings that are necessary for proper connections such as swing joints, offsets, and reducing bushings that are not shown on details shall be installed as necessary and directed as part of the work.
 4. Dielectric bushings shall be used in any connections of dissimilar metals.
 5. Gasketed plastic pipe: pipe-to-pipe joints or pipe to fittings shall be made in accordance with manufacturer's specifications.
 6. Solvent weld or threaded plastic pipe:
 - a. Installation of all pipe and fittings shall be in strict accordance with manufacturer's specifications.
 - b. Pipe shall be cut using approved PVC pipe cutters only. Sawed joints are disallowed. All field cuts shall be beveled to remove burrs and excess before gluing.
 - c. Welded joints shall be given a minimum of 15 minutes to set before moving or handling. Excess solvent on the exterior of the joint shall be wiped clean immediately after assembly.
 - d. Plastic to metal connections shall be made with plastic adapters and if necessary, short (not close) brass threaded-nipples. Connection shall be made with two (2) wraps of Teflon tape and hand tightened plus one turn with a strap wrench.
 - e. Snake pipe horizontally in trench to allow one (1) foot of expansion and contraction per 100 feet of straight run.
 - f. Threaded pipe joints shall be made using Teflon tape. Solvent shall not be used with threaded joints. Pipe shall be protected from tool damage during assembly. All damaged pipe shall be removed and replaced. Take up threaded joints with light wrench pressure.
 - g. No close nipples or risers are allowed. Cross connections in piping is disallowed.
 - h. Center load pipe at 10 feet on center intervals with small amount of backfill to prevent arching and slipping under pressure. Other than this preliminary backfill all pipe joints, fittings and connections are to remain uncovered until successful completion of hydrostatic testing and written approval of the testing report.
 - i. Concrete thrust blocks shall be constructed behind all pipe fittings 1-1/2-inch diameter and larger at all changes of direction of 45 degrees or more.
 7. Galvanized Pipe Installation
 1. All joints shall be threaded with pipe joint compound used on all threads.
 2. Dielectric bushings shall be used in any connections of dissimilar metals.
- 3.4 TRENCHING, DIRECTIONAL BORING, AND SLEEVING REVIEW:
- A. Upon completion and installation of all trenching, directional boring, and sleeving, all installed irrigation control wiring, lines and fittings shall be visually observed by the Owner's Representative unless otherwise authorized. Do not cover any wires, lines or fittings until they have been tested and observed by the Owner's Representative.
- 3.5 FLUSHING
- A. Openings in piping system during installation are to be capped or plugged to prevent dirt and debris from entering pipe and equipment. Remove plugs when necessary to flush or complete system.
 - B. After completion and prior to the installation of any terminal fittings, the entire pipeline system shall be thoroughly flushed to remove dirt, debris or other material.
- 3.6 HYDROSTATIC PRESSURE TESTING

- A. After flushing, and the installation of valves the following tests shall be conducted in the sequence listed below. The Contractor shall furnish all equipment; materials and labor necessary to perform the tests and all tests shall be conducted in the presence of the Owner's Representative.
- B. Water pressure tests shall be performed on all pressure main lines before any couplings, fittings, valves and the like are concealed.
- C. Immediately prior to testing, all irrigation lines shall be purged of all entrapped air or debris by adjusting control valves and installing temporary caps forcing water and debris to be discharged from a single outlet.
- D. Test all pressure main line at 150 PSI. For a minimum of four (4) hours with an allowable loss of 5 PSI. Pressure and gauges shall be read in PSI, and calibrated such that accurate determination of potential pressure loss can be ascertained.
- E. Re-test as required until the system meets the requirements. Any leaks, which occur during test period, will be repaired immediately following the test. All pipe shall be re-tested until final written acceptance.
- F. The Contractor is responsible for proving documentation stating the weather conditions, date, the start time and initial water pressure readings, the finish time and final water pressure readings and the type of equipment used to perform the test. The documentation must be signed by a witness acceptable to the Owner, verifying all of the above mentioned conditions.
- G. Submit a written report of the pressure testing results with the other above required information to the Owner's Representative for approval.

3.7 BACKFLOW PREVENTER TESTING

- A. The backflow preventer shall be tested according to procedures and results per the requirements of the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California or American Water Works Association whichever is more stringent.
- B. Testing shall be performed by a Backflow Prevention Assembly Tester with a current certification from the American Backflow Preventer Association.

3.8 BACKFILLING AND COMPACTING

- A. Irrigation trenches shall be carefully backfilled with material approved for backfilling and free of rocks and debris one (1) inch in diameter and larger. When back filling trenches in areas of imported or modified planting soil, replace any excavated subsoil at the bottom and the imported soil or modified planting soil at the top of the trench.
- B. Backfill shall be compacted with approved equipment to the following densities
 1. Backfill under pavement and within 2 feet of the edge of pavement: Compact to 95% or greater of maximum dry density standard proctor.
 2. Backfill of subsoil under imported planting mixes or modified existing planting soil: Between 85 and 90% of maximum dry density standard proctor.
 3. Backfill of imported planting mixes or modified existing planting soil: Compact to the requirements of the adjacent planting mix or planting soil as specified in section "Planting Soil".
- C. Finish grade of all trenches shall conform to adjacent grades without dips or other irregularities. Dispose of excess soil or debris off site at Contractor's expense.
- D. Any settling of backfill material during the maintenance or warranty period shall be repaired at the Contractor's expense, including any replacement or repair of soil, lawn, and plant material or paving surface.

3.9 RESURFACING PAVING OVER TRENCHES

- A. Restore all surfaces and repair existing underground installations damaged or cut as a result of the excavation to their original condition, satisfactory to the Owner's Representative.
- B. Trenches through paved areas shall be resurfaced with same materials quality and thickness as existing material. Paving restoration shall be performed by the project paving Sub-contractor or an approved Contractor skilled in paving work.
- C. The cost of all paving restoration work shall be the responsibility of the irrigation Contractor unless the trenching thru the paving was, by previous agreement, part of the general project related construction.

3.10 INSTALLATION OF EQUIPMENT

A. General:

1. All equipment shall be installed to meet all installation requirements of the product manufacturer. In the event that the manufactures requirements cannot be implemented due to particular condition at the site or with other parts of the design, obtain the Owner's Representative's written authorization and approval for any modifications.
2. Install all equipment at the approximately at the location(s) and as designated and detailed on the drawings. Verify all locations with the Owner's Representative.
3. Install all valves within a valve box of sufficient size to accommodate the installation and servicing of the equipment. Group valves together where practical and locate in shrub planting areas.
4. All sprinkler irrigation systems that are using water from potable water systems shall require backflow prevention. All backflow prevention devices shall meet and be installed in accordance with requirements set forth by local codes and the health department.

B. Pressure regulator:

1. Set regulator for required PSI per manufacturer's specifications.

C. Check Valve:

1. Install check valves approximately at the locations necessary to prevent low head run off.

D. Remote control valves:

1. Install one remote control valve per valve box.
2. Remote control valve manifolds and quick coupler valves shall be separate allowing use of a quick coupler with all remote-control valves shut off.
3. Install boxes no farther than 12 inches from edge of paving and perpendicular to edge of paving and parallel to each other. Allow 12 inches clearance between adjacent valve boxes.

E. Quick coupler valve:

1. Install each quick coupler valve in its own valve box.
2. Install thrust blocks on quick couplers.
3. Place no closer than 12 inches to adjacent paving.
4. Install 18 inches off set from main line.

F. Sprinkler heads:

1. All main lines and lateral lines, including risers, shall be flushed and pressure tested before installing sprinkler heads.

2. Install specified sprinkler heads as shown in details at locations shown on the drawings. Adjust layout for full coverage, spacing of heads shall not exceed the maximum spacing recommended by the manufacturer.
 3. All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated on the drawings or details.
- G. Irrigation controllers:
1. Remote control valves shall be connected to controller in numerical sequence as shown on the drawings.
 2. Controller shall be tested with complete electrical connections. The Contractor shall be responsible for temporary power to the controller for operation and testing purposes.
 3. Connections to control wiring shall be made within the pedestal of the controller. All wire shall follow the pressure main insofar as possible.
 4. Electrical wiring shall be in a rigid gray PVC plastic conduit from controller to electrical outlet. The electrical Contractor shall be responsible for installing all wiring to the controller, in order to complete this installation. A disconnect switch shall be included.
- H. Wiring:
1. Low Voltage
 - a. Control wiring between controller and electrical valves shall be installed in the same trench as the main line where practical. The wire shall be bundled and secured to the lower quadrant of the trench at 10-foot intervals with plastic electrical tape.
 - b. When the control wiring cannot be installed in the same main line trench it shall be installed a minimum of 18 inches below finish grade and a bright colored plastic ribbon with suitable markings shall be installed in the trench 6 inches below grade directly over the wire.
 - c. An expansion loop shall be provided every 500 feet in a box and inside each valve box. Expansion loop shall be formed by wrapping wire at least eight (8) times around a ¾ inch pipe and withdrawing pipe.
 - d. Provide one control wire to service each valve in system.
 - e. Provide 1 common wire(s) per controller.
 - f. Run two (2) spare #14-1 wires from controller along entire main line to last electric remote-control valve on each and every leg of main line. Label spare wires at controller and wire stub to be located in a box.
 - g. All control wire splices not occurring at control valve shall be installed in a separate splice valve box.
 - h. Wire markers (sealed, 1 inch to 3-inch square) are to identify control wires at valves and at terminal strips of controller. At the terminal strip mark each wire clearly indicating valve circuit number.
 2. High Voltage
 - a. All electrical work shall conform to local codes, ordinances and any authorities having jurisdiction. All high voltage electrical work to be performed by licensed electrician.
 - b. The Contractor shall provide 120-volt power connection to the automatic controller unless noted otherwise on drawings.
- I. Valve boxes:
1. Install one valve box for each type of valve installed as per the details.
 2. Gravel sump shall be installed after compaction of all trenches. Final portion of gravel shall be placed inside valve box after valve is backfilled and compacted.
 3. Permanently label valve number and or controller letter on top of valve box lid using a method approved by the Owners Representative.

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates for bidding reference only and shall contract documents. These documents are not to be used for construction.

J. Tracer wire:

1. Tracer wire shall be installed with non-metallic plastic irrigation main lines where controller wires are not buried in the same trench as the main line.
2. The tracer wire shall be placed on the bottom of the trench under the vertical projection of the pipe with spliced joints soldered and covered with insulation type tape.
3. Tracer wire shall be of a color not used for valve wiring. Terminate wire in a valve box. Provide enough length of wire to make a loop and attach wire marker with the designation "tracer wire".

K. Drip Installation:

1. Clamp fittings with Oetiker clamps or approved equal when operating pressure exceeds specific drip tubing fitting requirements.
2. When installing drip tubing, install soil staples as listed below:
 - a. Sandy Soil - One staple every three (3') feet and two (2) staples on each change of direction (tee, elbow, or cross).
 - b. Loam Soil - One staple every four (4') feet and two (2) staples on each change of direction (tee, elbow, or cross).
 - c. Clay Soil - One staple every five (5') feet and two (2) staples on each change of direction (tee, elbow, or cross).
3. Cap or plug all openings as soon as lines have been installed to prevent the intrusion of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.
4. Thoroughly flush all water lines before installing valves and other hydrants.

3.11 ADJUSTMENT AND COVERAGE TEST

A. Adjustment:

1. The Contractor shall flush and adjust all sprinkler heads, valves and all other equipment to ascertain that they function according to the manufacturer's data.
2. Adjust all sprinkler heads not to overspray onto walks, roadways and buildings when under maximum operating pressure and during times of normal prevailing winds.

B. Coverage test:

1. The Contractor shall perform the coverage test in the presence of the Owner's Representative after all sprinkler heads have been installed, flushed and adjusted. Each section is tested to demonstrate uniform and adequate coverage of the planting areas serviced.
2. Any systems that require adjustments for full and even coverage shall be done by the Contractor prior to final acceptance at the direction of the Owner's Representative at no additional cost. Adjustments may also include realignment of pipes, addition of extra heads, and changes in nozzle type or size.
3. The Contractor at no additional cost shall immediately correct all unauthorized changes or improper installation practices.
4. The entire irrigation system shall be operating properly with written approval of the installation by the Owner's representative prior to beginning any planting operations.

3.12 REPAIR OF PLANTING SOIL

- A. Any areas of planting soil including imported or existing soils or modified planting soil which become compacted or disturbed or degraded as a result of the installation of the irrigation system shall be restored to the specified quality and compaction prior to beginning planting operations at no

additional expense to the Owner. Restoration methods and depth of compaction remediation shall be approved by the Owner's Representative.

3.13 CLEAN-UP

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
 - a. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures.
 - 1. Make all repairs to grades ruts, and damage to the work or other work at the site.
 - 2. Remove and dispose of all excess soil, packaging, and other material brought to the site by the Contractor.

3.14 PROTECTION

- A. The Contractor shall protect installed irrigation work from damage due to operations by other Contractors or trespassers.
 - 1. Maintain protection during installation until Acceptance. Treat, repair or replace damaged work immediately. The Owner's Representative shall determine when such treatment, replacement or repair is satisfactory.

3.15 PRE-MAINTENANCE OBSERVATION

- A. Once the entire system shall be completely installed and operational and all planting is installed, the Owner's Representative shall observe the system and prepare a written punch list indicating all items to be corrected and the beginning date of the maintenance period.
- B. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract documents.

3.16 GENERAL MAINTENANCE AND THE MAINTENANCE PERIOD

- A. General maintenance shall begin immediately after installation of irrigation system. The general maintenance and the maintenance period shall include the following:
 - 1. On a weekly basis the Contractor shall keep the irrigation system in good running order and make observations on the entire system for proper operation and coverage. Repair and cleaning shall be done to keep the system in full operation.
 - 2. Records of all timing changes to control valves from initial installation to time of final acceptance shall be kept and turned over to the Owner's Representative at the time of final acceptance.
 - 3. During the last week of the maintenance period, provide equipment familiarization and instruction on the total operations of the system to the personnel who will assume responsibility for running the irrigation system.
 - 4. At the end of the maintenance period, turn over all operations logs, manuals, instructions, schedules, keys and any other equipment necessary for operation of the irrigation system to the Owner's Representative who will assume responsibility for the operations and maintenance of the irrigation system.
- B. The maintenance period for the irrigation system shall coincide with the maintenance period for the Planting. (See specification section "Planting")

3.17 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.
- B. The date of substantial completion of the irrigation shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

3.18 FINAL ACCEPTANCE / SYSTEM MALFUNCTION CORRECTIONS

- A. At the end of the Plant Warrantee and Maintenance period, (See specification section "Planting") the Owner's Representative shall inspect the irrigation work and establish that all provisions of the irrigation system are complete and the system is working correctly.
 - 1. Restore any soil settlement over trenches and other parts of the irrigation system.
 - 2. Replace, repair or reset any malfunctioning parts of the irrigation system.
- B. The Contractor shall show all corrections made from punch list. Any items deemed not acceptable shall be reworked and the maintenance period will be extended.
- C. The Contractor shall show evidence that the Owner's Representative has received all charts, records, drawings, and extra equipment as required before final acceptance.
- D. Failure to pass review: If the work fails to pass final review, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the reviewer.

END OF SECTION 32 8400

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 02821 -CHAIN-LINK FENCES AND GATES

PART 1- GENERAL

SEE CONSTRUCTION DRAWINGS TO DETERMINE IF THIS SECTION IS APPLICABLE.

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

1. Chain-Link Fences: Industrial.
2. Gates: swing.

- B. Related Sections include the following:

1. Division 2 Section "Earthwork" for site excavation, fill, and backfill where chain-link fences and gates are located.
2. Division 3 Section "Cast-in-Place Concrete"

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Minimum Post Size and Maximum Spacing for Wind Velocity Pressure: Determine based on mesh size and pattern specified, and on the following minimum design wind pressures and according to CLFMI WLG 2445:
 - a. Wind Speed: 100
 - b. Fence Height: SEE DRAWINGS
 - c. Line Post Group: IA, ASTM F 1043, Schedule 40 steel pipe.
 - d. Wind Exposure Category: see structural site analysis.

2. Determine minimum post size, group, and section according to ASTM F 1043 for framework up to (plans) high, and post spacing not to exceed 8 (3 m).

- B. Lightning Protection System: Maximum grounding-resistance value of 25 ohms under normal dry conditions.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

1. Fence and gate posts, rails, and fittings.
 2. Chain-link fabric, reinforcements, and attachments.
 3. Gates and hardware.
 4. Gate operators, including operating instructions.
 5. Accessories: Privacy slats.
 6. Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.
- B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples for Initial Selection: Manufacturer's color charts for 6-inch (150-mm) lengths of actual units showing the full range of colors available for components with factory-applied color finishes.
- D. Samples for Verification: For each type of chain-link fence and gate indicated.
1. Polymer-coated steel wire (for fabric) in 6-inch (150-mm) lengths.
 2. Polymer coating, in 6-inch (150-mm) lengths on shapes for posts, rails, wires, and gate framing and on full-sized units for accessories.
- E. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer.
1. Strength test results for framing according to ASTM F 1043.
- F. Qualification Data: For Installer.
- G. Field quality-control test reports.
- H. Maintenance Data: For the following to include in maintenance manuals:
1. Polymer finishes.
 2. Gate operator.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
1. Engineering Responsibility: Preparation of data for chain-link fences and gates, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in

29 CPR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified according to NETA ETT, or the National Institute for Certification in Engineering Technologies, to supervise onsite testing specified in Part 3.
- C. Emergency Access Requirements: Comply with requirements of authorities having jurisdiction.
- D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
1. Include 3 ft. (3 length of fence and gate complying with requirements.
 - a. Approval of mockups is also for other material and construction qualities specifically approved by Architect in writing.
 - b. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.
 2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
- 1.6 PROJECT CONDITIONS
- A. Field Measurements: Verify layout information for chain link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.
- B. Interruption of Existing Utility Services: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect and Owner no fewer than two days in advance of proposed interruption of utility services.
 2. Do not proceed with interruption of utility services without Architect's or Owner's written permission.

PART 2- PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. See plans

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:

1. Steel Wire Fabric: Metallic-coated wire with a diameter of 0.192 (4.88)
 - a. Mesh Size: 2 (50)
 - b. Weight of Aluminum Coating: ASTM A 491, Type I,
 - c. Weight of Metallic (Zinc) Coating: ASTM A 392, Type II, Class 1, 1.2 (366 g/sq. m) with zinc coating applied before weaving.
 - d. Weight of Zn-5-Al-MM Aluminum-Mischmetal Alloy Coating: ASTM F 1345, Type III, Class 1, ft. (183 g/sq. m).
 - e. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
2. Aluminum Wire Fabric: ASTM F 1183, with mill finish, and wire diameter of 0.192 inches (4.88 mm).
 - a. Mesh Size: 2 inches (50 mm)
3. Selvage: Knuckled at both selvages

2.3 INDUSTRIAL FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:

1. Group: A, round steel pipe, Schedule 40.
2. Fence Height: see plans.
3. Strength Requirement: Heavy industrial according to ASTM F 1043.
4. Post Diameter and Thickness: According to ASTM F 1043.
5. Post Size and Thickness: According to ASTM F 1043.
 - a. Top Rail: 1.66 inches (42 mm).
 - b. Line Post: 1.875 by 1.63 inches (48 by 41 mm).
 - c. End, Corner and Pull Post: 2.875 (73 mm).
 - d. Swing Gate Post: According to ASTM F 900.
6. Coating for Steel Framing:
 - a. Metallic Coating:
 - 1) Type A, consisting of not less than minimum 2.0-oz./sq. (0.61-kg/sq. m) average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. (1.22-kg/sq. m) zinc coating per ASTM A 653/A 653M.
 - 2) Type B, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, verifiable polymer film.

- 3) External, Type B, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. (0.27 kg/sq. m) of zinc after welding, a chromate conversion coating, and a clear, verifiable polymer film. Internal, Type D, consisting of 81 percent, not less than (0.0076-mm-) thick, zinc pigmented coating.
- 4) Type C, Zn-5-Al-MM alloy, consisting of not less than 1.8-oz./sq. (0.55, kg/sq. m) coating.
- 5) Coatings: Any coating above.

b. Polymer coating over metallic coating.

7. Aluminum Finish: Mill finish complying with ASTM B 429.

2.4 TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:

1. Location: Extended along top and bottom of fence fabric.
2. Location: Extended along top of fence fabric for supporting barbed tape.

B. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire complying with ASTM A 817, ASTM A 824, and the following:

1. Metallic Coating: Type IT, zinc coated (galvanized) electrolytic process, with the following minimum coating weight:
 - a. Class 1: Not less than (244 g/sq. m) of uncoated wire surface.
 - b. Class 2: Not less than 1.2 oz./sq. (366 g/sq. m) of uncoated wire surface.
 - c. Class 3: Not less than 2 ft. (610 g/sq. m) of uncoated wire surface.
 - d. Matching chain-link fabric coating weight.

2. Metallic Coating: Type III, Zn-5-Al-MM alloy with the following minimum coating weight:

- a. Class 1: Not less than 0.6 oz./sq. ft. (183 g/sq. m) of uncoated wire surface.
- b. Class 2: Not less than 1 oz./sq. ft. (305 g/sq. m) of uncoated wire surface.
- c. Matching chain-link fabric coating weight.

C. Aluminum Wire: 0. (4.88~mm-) diameter tension wire, mill finished, complying with

B. 211 (ASTM B211 M), Alloy 6061-T94 with (344-MPa) minimum tensile strength.

2.5 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for single swing gate types.

1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.
2. Metal Pipe and Tubing: Aluminum. Comply with ASTM B 429 and ASTM F 1043 for materials and protective coatings.

- B. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:
1. Gate Fabric Height: As indicated.
 2. Leaf Width: (914
 3. Frame Members:
 - a. Tubular Steel 2 inches (50 mm) round.
- C. Frame Corner Construction:
1. Assembled with corner fittings.
- D. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet (1.52 m) wide. Padlock accessible from both sides of gate.

2.6 FITTINGS

- A. General: Comply with ASTM F 626.
- B. Post and Line Caps: Provide for each post.
1. Line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: Attach rails securely to each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
1. Top Rail Sleeves: Pressed steel or round steel tubing not less than 6 inches (152 mm) long.
 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Tension and Brace Bands: Pressed steel.
- F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: (3.76-mm-) diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
 - b. Aluminum: ASTM B 211 (ASTM B 211M); Alloy 1350-H19; (4.88-diameter, mill-finished wire.
- I. Finish:

1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./ sq. ft. (366 g/sq. m) zinc.
2. Aluminum: Mill finish.

2.7 PRIVACY SLATS

- A. Material: PVC, UV -light stabilized, flame resistant, 4 ply, not less than 0.023 inch (0.58 mm) thick; sized to fit mesh specified for direction indicated.
- B. Material: Polyethylene tubular slats, not less than 0.023 inch (0.58 mm) thick, manufactured for chain-link fences from virgin polyethylene containing UV inhibitor, sized to fit mesh specified for direction indicated; with vandal-resistant fasteners and lock strips.
- C. Material: Fiber-glass-reinforced plastic, UV -light stabilized, not less than 0.06 (1.5 mm) thick, sized to fit mesh specified for direction indicated; with vandal-resistant fasteners and lock strips.
- D. Color: As indicated on Drawings.

2.8 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94/C 94M.
 1. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi (20.7- MPa) compressive strength (28 days), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum size aggregate.
- B. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.9 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, non-staining, hydraulic controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

2.10 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6 A WG and smaller; stranded wire for No. 4 A WG and larger.
 1. Material above Finished Grade: Copper.

2. Material on or below Finished Grade: Copper.
 3. Bonding Jumpers: Braided copper tape, 1 (25 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.
- B. Connectors and Grounding Rods: Comply with UL 467.
1. Connectors for Below-Grade Use: Exothermic welded type.
 2. Grounding Rods: Copper-clad steel.
 - a. Size: 5/8 by 96 inches (16 by 2440 mm).

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for [a verified survey of property lines and legal boundaries,] site clearing, earthwork, pavement work, and other conditions affecting performance.
1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION GENERAL

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
1. Install fencing on established boundary lines inside property line.

3.4 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground position of posts from concrete splatter.
 - a. Concealed Concrete: Top 4 inches below grade to allow covering with surface material.
- C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull

posts at changes in horizontal or vertical alignment of 15 degrees or more.

- D. Line Posts: Space line posts uniformly at 8 feet (2.44 m) o.c.
- E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.
1. Locate horizontal braces at midheight of fabric, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch (3.05-mm) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric.
1. Top Tension Wire: Install tension wire through post cap loops.
 2. Bottom Tension Wire: Install tension wire within 6 inches (150 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- H. Bottom Rails: Install, spanning between posts.
- I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches (50 mm) between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.
- K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at 1 end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.
- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- M. Privacy Slats: Install slats in direction indicated, securely locked in place.
1. Vertically for privacy factor of 70 to 75.

3.5 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper resistant

or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

- A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware, and other moving parts.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain gates.

END OF SECTION 02821

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 02900

PLANTING

PART 1 – GENERAL

1.1 SUMMARY

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
 - 1. Locate, purchase, deliver and install all specified plants.
 - 2. Water all specified plants.
 - 3. Mulch, fertilize, stake, and prune all specified plants.
 - 4. Maintenance of all specified plants until the beginning of the warranty period.
 - 5. Plant warranty.
 - 6. Clean up and disposal of all excess and surplus material.
 - 7. Maintenance of all specified plants during the warranty period.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
 - 1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
 - 2. Related Specification Sections
 - a. Section - Planting Soil
 - b. Section - Irrigation
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.
 - 1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
 - 2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
 - 3. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - a. USDA - The Germplasm Resources Information Network ([GRIN](http://www.ars-grin.gov)) <http://www.ars-grin.gov>

grin.gov/npgs/searchgrin.html

- b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
 - c. The New Sunset Western Garden Book, Oxmoor House, most current edition.
4. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
 5. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.
- B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.7 CHANGES IN THE WORK

- A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.8 CORRECTION OF WORK

- A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.
- B. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- C. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- D. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- E. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- F. Kinked root: A root within the root package that bends more than 90 degrees.
- G. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- H. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- I. Normal: the prevailing protocol of industry standard(s).
- J. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- K. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long-term stability, health, or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project. When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices. This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.
- L. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- M. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- N. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- O. Shrub: Woody plants with mature height approximately less than 15 feet.
- P. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
- Q. Stem: The trunk of the tree.

- R. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- S. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- T. Structural root: One of the largest roots emerging from the root collar.
- U. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.10 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 8 weeks prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article – "Selection of Plants" to the Owner's Representative for approval.
- G. Close out submittals: Submit to the Owner's Representative for approval.
 - 1. Plant maintenance data and requirements.

1.11 OBSERVATION OF THE WORK

- A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
 - 1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
 - 2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
 - 3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
 - 4. COMPLETION OF THE PLANTING: Review the completed planting.

1.12 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.13 QUALITY ASSURANCE

- A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:
 - 1. Once the Contractor completes the installation of all items in this section, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
 - 2. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
 - 3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.
 - 1. The bidders list for work under this section shall be approved by the Owner's Representative.
 - 2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.
 - 3. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative.
 - 4. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.
 - 5. Submit references of past projects, employee training certifications that support that the Contractors meets all of the above installer qualifications and applicable licensures.

1.14 PLANT WARRANTY

- A. Plant Warranty:
 - 1. The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:
 - a. Trees – 1 Year(s).
 - b. Shrubs – 1 Year(s).
 - c. Ground cover and perennial flower plants – 1 Year(s).

- d. Bulbs, annual flower and seasonal color plants – for the period of expected bloom or primary display.
 2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
 3. All plants shall be warranted to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.
 4. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
 5. Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
 6. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism or any natural disaster.
 7. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
 8. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
 9. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.
- B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
1. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
 2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.

1.15 SELECTION AND OBSERVATION OF PLANTS

- A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this

- specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
- E. Submit to the Owner's Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.
- F. Trees shall be purchased from the growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can certify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.
- G. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.
- H. Each tree shall have a numbered seal applied by the Contractor. The seal shall be placed on a lateral branch on the north side of the tree. The seal shall be a tamper proof plastic seal bearing the Contractor's name and a unique seven-digit number embossed on the seal.
Do not place seals on branches that are so large that there is not sufficient room for the branch growth over the period of the warranty.
- I. The Owner's Representative may choose to attach their seal to each plant, or a representative sample. Viewing and/or sealing of plants by the Owner's Representative at the nursery does not preclude the Owner's Representative's right to reject material while on site. The Contractor is responsible for paying any up charge for the Owner's Representative to attach their seal to specific plants.
- J. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.
- 1.16 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE
- A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the

same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.17 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts in writing, to the Owner's Representative.
- C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.
1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Owner's Representative.
- D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.
1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.18 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. Notification of Blue Stakes, 811, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the *Blue Stakes*.

PART 2 – PRODUCTS

2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
 2. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.

3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.
- D. Plant Quality:
 1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant

Plant quality above the soil line:

- a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the project Crown Acceptance details (or Florida Grades and Standards, tree grade Florida Fancy or Florida #1) and the following:
 - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
 - 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
 - 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
 - 5.) Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter. Clear trunk should be no more than 40% of the total height of the tree.
- b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.

- c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
- d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.

2. Plant quality at or below the soil line:

- a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
 - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
 - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
 - 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
 - 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
 - 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
 - 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.

1. The grower's certification of plant quality does not prohibit the Owner's Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.

2.2 **ROOT BALL PACKAGE OPTIONS:** The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

- 1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
- 2. Provide plants shall be established and well rooted in removable containers.
- 3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

B. IN-GROUND FABRIC BAG-GROWN

- 1. In-ground fabric container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
- 2. Provide plants established and well rooted.

2.3 **PLANTING SOIL**

- A. Planting Soil as used in this specification means the soil at the planting site, or imported as modified and defined in specification Section Planting Soil. If there is no Planting Soil specification, the term Planting Soil shall mean the soil at the planting site within the planting hole.

2.4 MULCH

- A. Mulch shall be, coarse, ground, from tree and woody brush sources. The size range shall be a minimum (less than 25% or less of volume) fine particles 3/8 inch or less in size, and a maximum size of individual pieces (largest 20% or less of volume) shall be approximately 1 to 1-1/2 inch in diameter and maximum length approximately 4 to 8". Pieces larger than 8 inch long that are visible on the surface of the mulch after installation shall be removed.

1. It is understood that mulch quality will vary significantly from supplier to supplier and region to region. The above requirements may be modified to conform to the source material from locally reliable suppliers as approved by the Owner's Representative.

- B. Submit supplier's product specification data sheet and a one gallon sample for approval.

2.5 TREE STAKING AND GUYING MATERIAL

- A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be Arbor Tie manufactured by Deep Root Partners, L.P. or approved equal.

- B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.

- C. Below ground anchorage systems to be constructed of 2 x 2-dimensional untreated wood securing (using 3-inch-long screws) horizontal portions to 4 feet long vertical stakes driven straight into the ground outside the root ball.

- D. Submit manufacturer's product data for approval.

2.6 CHEMICAL OR BIOLOGICAL ADDITIVES

- A. Place a pre-emergent herbicide on soil after planting but prior to placing weed fabric and mulch.

PART 3 – EXECUTION

3.1 SITE EXAMINATION

- A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section – Planting Soil - and the soil and drainage modifications indicated on the Planting Soil Plan and Details (if applicable) have been completed. Notify the Owner's Representative in writing of any unsatisfactory conditions.

3.2 DELIVERY, STORAGE AND HANDLING

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.

1. All plant materials must be available for observation prior to planting.

2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.

1. The Owner's Representative or Contractor shall approve the duration, method and location of

storage of plants.

C. Provide protective covering over all plants during transporting.

3.3 PLANTING SEASON

A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants during the planting time as described below unless otherwise approved in writing by the Owner's Representative. In the event that the Contractor request planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.

3.4 ADVERSE WEATHER CONDITIONS

A. No planting shall take place during extremely hot, dry, windy or freezing weather.

3.5 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.6 LAYOUT AND PLANTING SEQUENCE

- A. Relative positions of all plants and trees are subject to approval of the Owner's Representative.
- B. Notify the Owner's Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner's Representative's approval. Secure the Owner's Representative's acceptance before digging and start of planting work.
- C. When applicable, plant trees before other plants are installed.
- D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

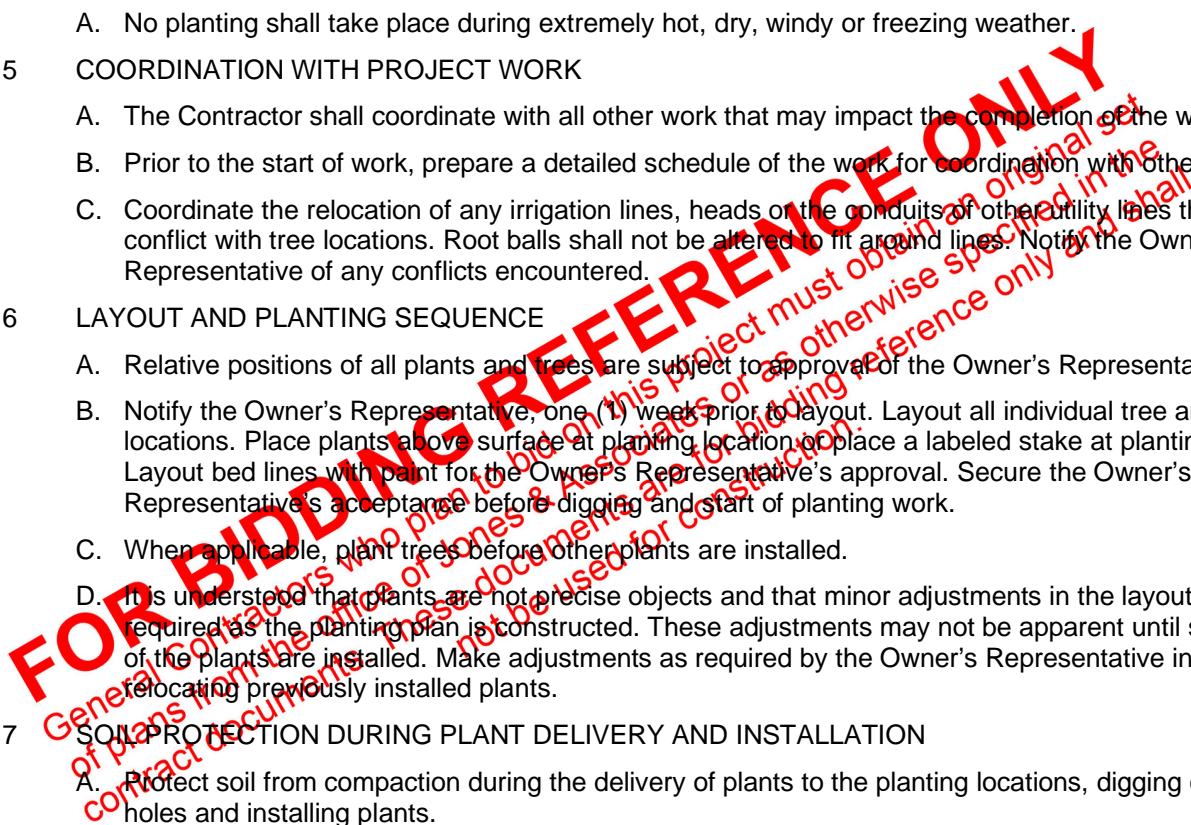
3.7 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
 - 1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
 - 2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

3.8 SOIL MOISTURE

A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

| Soil type | Permanent wilting point | Field capacity |
|------------------------------|-------------------------|----------------|
| Sand, Loamy sand, Sandy loam | 5-8% | 12-18% |



| | | |
|-----------------------------------|--------|--------|
| Loam, Sandy clay, Sandy clay loam | 14-25% | 27-36% |
| Clay loam, Silt loam | 11-22% | 31-36% |
| Silty clay, Silty clay loam | 22-27% | 38-41% |

1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.
- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

3.9 INSTALLATION OF PLANTS: GENERAL

- A. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner's Representative of any condition observed.
- B. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
- C. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner's Representative to meet these quality standards.
 1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the Owner's Representative may choose to reject the plant rather than permitting the modification.
 2. Any modifications required by the Owner's Representative to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
 3. The resulting root ball may need additional staking and water after planting. The Owner's Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty.
 4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.
- D. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.
- E. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.
- F. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to

FOR BIDDING REFERENCE ONLY

General Contractors who plan to bid on this project must obtain an original set of plans from the office of Reeves & Associates as otherwis specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

- correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
 - a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
 - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
 2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
 3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
 4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- G. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball, excavate and tamp the planting soil in lifts not to exceed 12 inches.
- H. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- I. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.
- J. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.
- K. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.
1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- L. Where indicated on the drawings, build a 4-inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
- M. Thoroughly water the Planting Soil and root ball immediately after planting.
- N. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the

warranty period.

- O. Remove corrugated cardboard trunk protection after planting.
- P. Follow additional requirements for the permitted root ball packages.

3.10 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

- A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.
- B. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS
 - 1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
 - 2. Remove the container.
 - 3. Perform root ball shaving as defined in Installation of Plants: General above.
 - 4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
 - 5. Remove all substrate at the bottom of the root ball that does not contain roots.
 - 6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.
- C. IN-GROUND FABRIC CONTAINERS
 - 1. Remove the fabric container from the root ball. Cut roots at the edge of the container as needed to extract the fabric from the roots. Make clean cuts with sharp tools; do not tear roots away from the fabric.
 - 2. Observe the root system after the container is removed to confirm that the root system meets the quality standards.

3.11 GROUND COVER, PERENNIAL AND ANNUAL PLANTS

- A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.
- B. Assure that soil grades in the beds are smooth and as shown on the plans.
- C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.
- D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.
- E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.
- F. Press soil to bring the root system in contact with the soil.
- G. Spread any excess soil around in the spaces between plants.
- H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.
- I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

3.12 PALM PLANTING

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill.
- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.
- F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

3.13 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 - 1. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
 - 2. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.
- C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12 inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
 - 1. Plants shall stand plumb after staking or guying.
 - 2. Stakes shall be driven to sufficient depth to hold the tree rigid.
- D. For trees planted in planting mix over waterproofed membrane, use dead men buried 24 inches to the top of the dead man, in the soil. Tie the guy to the dead man with a double wrap of line around the dead man followed by a double half hitch. When guys are removed, leave the dead men in place and cut the guy tape 12 inches above the ground, leaving the tape end covered in mulch.

3.14 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

3.15 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

- A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.
- B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.

3.16 PRUNING OF TREES AND SHRUBS

- A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For

The Green Industry" published by Urban Tree Foundation, Visalia CA.

- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.
- D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
- F. Pruning shall be done with clean, sharp tools.
- G. No tree paint or sealants shall be used.

3.17 MULCHING OF PLANTS

- A. Apply 3 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.
- B. For trees planted in lawn areas the mulch shall extend to a 5-foot radius around the tree or to the extent indicated on the plans.
- C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

3.18 PLANTING BED FINISHING

- A. After planting, smooth out all grades between plants before mulching.
- B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the Owner's Representative. Bed edge lines shall be depicted on the drawings.

3.19 WATERING

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.
- B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.

3.20 CLEAN-UP

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
 - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.
- C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.
- D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material

brought to the site by the Contractor.

3.21 PROTECTION DURING CONSTRUCTION

- A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

3.22 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

- A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.
- B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

3.23 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owner's Representative shall review the work and make a determination if the work is substantially complete.
 - 1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.
- B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

3.24 MAINTENANCE DURING THE WARRANTY PERIOD BY OTHERS

- A. After Substantial Completion Acceptance, the Contractor shall make sufficient site visits to observe the Owner's maintenance and become aware of problems with the maintenance in time to request changes, until the date of End of Warranty Final Acceptance.
 - 1. Notify the Owner's Representative in writing if maintenance, including watering, is not sufficient to maintain plants in a healthy condition. Such notification must be made in a timely period so that the Owner's Representative may take corrective action.
 - a. Notification must define the maintenance needs and describe any corrective action required.
 - 2. In the event that the Contractor fails to visit the site and or notify, in writing, the Owner's Representative of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.

3.25 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
 - 1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
 - 2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner's Representative.
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.

END OF SECTION 32 9300

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 03300- CAST-IN-PLACE CONCRETE

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for drainage fill under slabs on-grade.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments. Refer to the general structural notes on construction drawings.
 - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Welding Certificates: Copies of certificates for welding procedures and personnel.
- E. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Form materials and form-release agents.
 - 3. Steel reinforcement and reinforcement accessories.
 - 4. Fiber reinforcement.
 - 5. Admixtures.
 - 6. Waterstops.

7. Curing materials.
8. Floor and slab treatments.
9. Bonding agents.
10. Adhesives.
11. Vapor retarders.
12. Epoxy joint filler.
13. Joint-filler strips.
14. Repair materials.

F. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for formwork and shoring and reshoring installations that are similar to those indicated for this Project in material, design, and extent.
- C. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- F. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- G. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
1. ACI 301, "Specification for Structural Concrete."
 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- H. Mockups: Cast concrete slabs-on-grade mockup to demonstrate typical joints, surface finish, texture, tolerances, and standard of workmanship.
1. Build mockups approximately 200 sq. (18.6 sq. m) in the location indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

3. Obtain Architect's approval of mockups before starting construction.
 4. If Architect determines that mockups do not meet requirements, demolish and remove them from the site and cast another until the mockup is approved.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed.
 7. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- I. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
1. Before submitting design mixes, review concrete mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixes.
 - c. Ready-mix concrete producer.
 - d. Concrete subcontractor.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.
 1. Avoid damaging coatings on steel reinforcement.

PART 2- PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 1. Plywood, metal, or other approved panel materials.
 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1, or better.
 - b. Medium-density overlay, Class 1, or better, mill-release agent treated and edge sealed.
 - c. Structural, B-B, or better, mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

- D. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- E. Chamfer Strips: Wood, metal, PVC, or rubber strips, (19 by 19 mm), minimum.
- F. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- G. Form Ties: Factory-fabricated, removable, or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes not larger than 1 inch (25 mm) in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive damp proofing or waterproofing.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade (Grade 420), deformed
- C. Plain-Steel Wire: ASTM A 82, as drawn.
- D. Deformed-Steel Wire: ASTM A 496.
- E. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
 - 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, true to length with ends square and free of burrs.

2.4 CONCRETE MATERIALS

- A. Portland Cement: per soils report and general structural notes.
 - 1. Fly Ash: ASTM C 618, Class F.
- B. Normal-Weight Aggregate: ASTM C 33.

- C. Water: Potable and complying with ASTM C 94.

2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.

2.6 VAPOR RETARDERS

- A. Vapor Retarder: ASTM E 1745, Class C, of one of the following materials; or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick:
 - 1. Nonwoven, polyester-reinforced, polyethylene coated sheet; 10 mils (0.25 mm) thick.
 - 2. Three-ply, nylon- or polyester-cord-reinforced, laminated, high-density polyethylene sheet; 7.8 mils (0.18 mm) thick.
- B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No.4 (4.75-mm) sieve and 10 to 30 percent passing a No. 100 (0.15-mm) sieve, meeting deleterious substance limits of ASTM C 33 for fine aggregates.
- C. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.8 RELATED MATERIALS

- A. Joint Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.9 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
 - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Footings and Foundation Walls and Interior Slabs: Proportion normal-weight concrete mix as follows:
 - 1. Compressive Strength (28 Days): see structural plans.
 - 2. Maximum Slump: 4 inches (100 mm).
 - 3. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches (200 mm) after admixture is added to concrete with 2- to 4-inch (50- to 100-mm) slump.

- D. Cementitious Materials: For concrete exposed to deicers, limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements.
- E. Maximum Water-Cementitious Materials Ratio: 0.50 for concrete required to have low water permeability.
- F. Maximum Water-Cementitious Materials Ratio: 0.45 for concrete exposed to deicers or subject to freezing and thawing while moist.
- G. Maximum Water-Cementitious Materials Ratio: 0.40 for corrosion protection of steel reinforcement in concrete exposed to chlorides from deicing chemicals, salt, saltwater, brackish water, seawater, or spray from these sources.
- H. Air Content: Add air-entraining admixture in foundations and exterior slabs at manufacturer's prescribed rate to result in concrete at point of placement having an air content as per structural drawings within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated.
- I. Do not air entrain concrete to trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.
- J. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- K. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.10 FABRICATING REINFORCEMENT

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

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
 - 1. When air temperature is between 85 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. (0.76 cu. m) or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. (0.76 cu. m), increase mixing time by 15 seconds

- for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3- EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 1. Class A, 1/8 inch (3 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Keif wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Do not chamfer corners or edges of concrete unless otherwise noted.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.
 - 2. Install reglets to receive top edge of foundation sheet waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
 - 3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
 - 1. At least 70 percent of 28-day design compressive strength.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- D. When forms are reused, clean surfaces, remove fins and variances, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 VAPOR RETARDERS

- A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.
- B. Fine Graded Granular Material: Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch (0 mm) or minus inch (19 mm).

3.5 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Shop- or field-weld reinforcement according to A WS D 1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete. All construction joints shall be approved in writing
- C. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one fourth of concrete thickness, as follows:
 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch- (3-mm) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
 - D. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
 1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items are complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.
- C. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.
- D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- E. Deposit concrete in forms in horizontal layers no deeper than 24 (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.

2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 2. Maintain reinforcement in position on chairs during concrete placement.
 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 4. Slope surfaces uniformly to drains where required.
 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleed water appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- G. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- H. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.8 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 ACI 347R limits for class of surface specified.

- 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) in height.
1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, damp-proofing, veneer plaster, or painting.
 2. Do not apply rubbed finish to smooth-formed finish.
- C. Rubbed Finish: Apply the following to smooth-formed finished concrete:
1. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one-part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, res straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. See concrete finish schedule at the end of this section.

3.10 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.
- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

3.11 CONCRETE PROTECTION 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 recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. 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. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by manufacture recommendations.

3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints, leave contact faces of joint clean and dry.
- C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.13 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one-part portland cement to two and one-half parts fine aggregate passing a 16 (1.2mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins, and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1/2 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- C. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. (19 cu. m), plus one set for each additional 50 cu. (38 cu. m) or fraction thereof.
 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is F (4.4 deg C) and below and when 80 F (27 deg C) and above, and one test for each composite sample.
 5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 6. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
 - a. Test two field-cured specimens at 7 days and two at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- D. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- E. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- F. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- G. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- H. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

3.15 CONCRETE FINISH SCHEDULE

- A. Plumber and electrician are required to be on site for the floor pour.
- B. Do not use any cold weather additives, sealers, or hardeners on the interior slab on grade.
- C. Floor finish to be tested to a minimum required: FF-45.
- D. Laser screed required.
- E. All penetrations, floor drains, floor sinks and outer edges to be hand finished.
- F. Finish to be performed with WAGMAN Poly Pro Steel-Reinforced Plastic Trowels.
- G. WAGMAN Metal Products Inc. Ph: (717) 854-2120 E-Mail: email@wamanmetal.com
- H. Floor to be smooth, polished, glazed finish.
- I. If finished concrete slab does not meet specifications above or if there is any deviation from the above stated specifications caused by the lack of man-power, equipment, resources, or time resulting in an unacceptable slab finish, the general contractor shall have sole responsibility to replace the concrete slab.

END OF SECTION 03300

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

SECTION 321313- CONCRETE PAVING

PART 1- GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Driveways.
- 2. Roadways.
- 3. Parking lots.
- 4. Curbs and gutters.
- 5. Walks.

- B. Related Sections:

- 1. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag,

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
- D. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:
 - 1. Exposed Aggregate: 10-lb (4.5-kg) Sample of each mix.
- E. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- F. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

G. Material Test Reports: For each of the following:

1. Aggregates. Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

H. Field quality-control reports.

1.5 QUALITY ASSURANCE

- FOR BIDDING REFERENCE ONLY**
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.
- A. Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
 - B. 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.
 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual, Section 3, "Plant Certification Checklist")
 - C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - D. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
 - E. ACI Publications: Comply with ACI 1 (ACI 301 M) unless otherwise indicated.
 - F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
 2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Architect and not less than 96 (2400 mm) by 96 inches (2400 mm) Retain first subparagraph below if mockups are not only for establishing appearance factors.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

G. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.
2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for concrete design mixtures.
 - c. Ready-mix concrete manufacturer.
 - d. Concrete paving subcontractor.
 - e. Manufacturer's representative of stamped concrete paving system used for detectable warnings.

1.6 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces. Per manufacture specs.

PART 2- PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 1. Use flexible or uniformly curved forms for curves with a radius of 100 (30.5 m) or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Recycled Content: Provide steel reinforcement with an average recycled content of steel so postconsumer recycled content plus one-half of pre-consumer recycled content is not less than 25 percent.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.

- E. Reinforcing Bars: ASTM A 615/ A 615M, 60 (Grade 420); deformed.
- F. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.
- G. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.
- H. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, 60 (Grade 420), deformed bars; assembled with clips.
- I. Plain-Steel Wire: ASTM A 82/ A 82M.
- J. Deformed-Steel Wire: ASTM A 496/A 496M.
- K. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated.
- L. Joint Dowel Bars: ASTM A 615/A 615M, 60 (Grade 420) plain-steel bars; zinc coated (galvanized) after fabrication according to ASTM A 767/A 767M, Class I coating. Cut bars true to length with ends square and free of burrs.
- M. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, 60 (Grade 420), plain-steel bars.
- N. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- O. Hook Bolts: ASTM A 307 - A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- P. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- Q. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
- R. Zinc Repair Material: ASTM A 780.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
1. Portland Cement: ASTM C 150, gray portland cement type as directed by soils report.

- a. Fly Ash: ASTM C 618.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
2. Blended Hydraulic Cement: ASTM C 595, cement.
- B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source [with documented service-record data of at least 10 years' satisfactory service in similar paving applications and sea-vice conditions using similar aggregates and cementitious materials].
1. Maximum Coarse-Aggregate Size: inches (38 mm)] nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: Potable and complying with ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
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.
- 2.4 FIBER REINFORCEMENT
- A. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete paving, complying with ASTM C 1116/C 1116M, Type III, to inches long.
1. Products, Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Monofilament Fibers:
 - 1) Axim Italcementi Group, Inc.; FIBRASOL II P.
 - 2) Euclid Chemical Company (The), an RPM company; Fiber strand 100, Fiber strand 150.
 - 3) PORTA Corporation; FORTA ECONO-MONO or FORTA Mighty-Mono.
 - 4) Grace, W. R. & Co.- Conn.; Grace MicroFiber.
 - 5) Metalcrete Industries; Polystrand 1000.
 - 6) QC Construction Products; QC FIBERS.
 - b. Fibrillated Fibers:
 - 1) Axim Italcementi Group, Inc.; FIBRASOL F.
 - 2) Euclid Chemical Company (The), an RPM company; Fiber strand F.
 - 3) FORT A Corporation; FORTA Econo-Net or FORT A Super-Net.
 - 4) Grace, W. R. & Co.- Conn.; Grace Fibers.
 - 5) Propex Concrete Systems Corp.; Fibermesh 300.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately (305 g/sq. m) dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
 - 1. Products: Subject to compliance with requirements, provide one of the following or as approved by architect:

- a. Axim Italcementi Group, Inc.; Caltexol CIMFILM.
- b. BASF Construction Chemicals, LLC; Confilm.
- c. ChemMasters; Spray-Film.
- d. Conspec by Dayton Superior; Aquafilm.
- e. Dayton Superior Corporation; Sure Film (J-74).
- f. Edoco by Dayton Superior; BurkeFilm.
- g. Euclid Chemical Company (The), an RPM company; Eucobar.
- h. Kaufman Products, Inc.; VaporAid.
- i. Lambeti Corporation; LAMBGO Skin.
- j. L&M Construction Chemicals, Inc.; E-CON.
- k. Meadows, W. R., Inc.; EV APRE.
- l. Metalcrete Industries; Waterhold.
- m. Nox-Crete Products Group; MONOFILM.
- n. Sika Corporation, Inc.; SikaFilm.
- o. SpecChem, LLC; Spec Film.
- p. Symons by Dayton Superior; Finishing Aid.
- q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
- r. Unitex; PRO-FILM.
- s. Vexcon Chemicals Inc.; Certi-Vex EnvioAssist.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

- 1. Products: Subject to compliance with requirements, provide the following or as approved by architect:

- a. Anti-Hydro International, Inc.; A-H Curing Compound #2 DR WB.
- b. ChemMasters; Safe-Cure Clear.
- c. Conspec by Dayton Superior.
- d. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
- e. Edoco by Dayton Superior.
- f. Euclid Chemical Company (The), an RPM company; Kurez W VOX.
- g. Kaufman Products, Inc.; Thinfilm 420.
- h. Lambert Corporation; AQUA KURE - CLEAR.
- i. L&M Construction Chemicals, Inc.; L&M CURER.
- j. Meadows, W. R., Inc.; 1100-CLEAR SERIES.
- k. Nox-Crete Products Group; Resin Cure E.
- l. SpecChem, LLC; PaveCure Rez.

- m. Symons by Dayton Superior; Resi-Chem Clear.
 - n. Tamms Industries, Inc., Euclid Chemical Company (The); T AMMSCURE WB 30C.
 - o. TK Products, Division of Sierra Corporation; [TK-2519 WB] [TK-2519 DC WB].
 - p. Vexcon Chemicals Inc.; Certi-Vex Enviocure 100.
- F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B, dissipating.
- 1. Products: Subject to compliance with requirements, provide one of the following or as approved by architect:
 - a. Anti-Hydro International, Inc.; A-H Curing Compound #2 WP WB.
 - b. ChemMasters; Safe-Cure 2000.
 - c. Conspc by Dayton Superior.
 - d. Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).
 - e. Edoco by Dayton Superior; Resin Emulsion Cure V.O.C. (Type II).
 - f. Euclid Chemical Company (The), an RPM company; Kurez VOX White Pigmented.
 - g. Kaufman Products, Inc.; Thinfilm 450.
 - h. Lambert Corporation; AQUA KURE - WHITE
 - i. L&M Construction Chemicals, Inc.; L&M CURE R-2.
 - j. Meadows, W. R., Inc.; 1100-WHITE SERIES.
 - k. SpecChem, LLC; PaveCure Rez White.
 - l. Symons by Dayton Superior; Resi-Chem White.
 - m. Vexcon Chemicals Inc.; Certi-Vex Enviocure White 100.

2.6 RELATED MATERIALS

- A. Joint Fillers: see pavement joint sealants.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acylic emulsion or styrene butadiene.

2.7 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, colors complying with FS TT-P-1952.
 - 1. Color: As indicated.
- B. Pavement-Marking Paint: MPI #32 Alkyd Traffic Marking Paint.
 - 1. Color: As indicated.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than [three] [45] minutes.
 - 1. Color: As indicated.
- D. Pavement-Marking Paint: MPI #97 Latex Traffic Marking Paint.
 - 1. Color: As indicated.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
1. Compressive Strength (28 Days): (27, 6 MPa).
 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.47
 3. Slump Limit: 4 inches (100 mm), plus or minus 1 (25 mm).
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 6 percent plus or minus 1.5 percent for 1-1/2-inch (38-mm) nominal maximum aggregate size.
 2. Air Content: 6 percent plus or minus 1.5 percent for 1-inch (25-mm) nominal maximum aggregate size.
 3. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing admixture in concrete as required for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Cementitious Materials: Limit percentage by weight of cementitious materials other than portland cement according to ACI 301 (ACJ 301M) requirements for concrete exposed to deicing chemicals. as follows:
1. Fly Ash or Pozzolan: 25 percent.
 2. Ground Granulated Blast-Furnace Slag: 50 percent.
 3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- G. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than (0, 90 kg/cu. m).
- H. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
1. For concrete batches of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 2. For concrete batches larger than 1 cu. Yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional! cu. Yd. (0.76 cu. m).
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances. Proof-roll prepared subbase surface below to identify soft pockets and areas of excess yielding.
1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph (5 km/h).
 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
 3. Correct subbase with soft spots and areas of pumping or rutting per soils engineer. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement.
- F. Repair cut and damaged zinc coatings with zinc repair material.
- G. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- H. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum (50-mm) overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated. Coordinate all joint locations with architect.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-112 inches (38 mm) into concrete.
 - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 10 feet unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 112 inch (13 mm) or more than 1 (25 mm) below finished surface if joint sealant is indicated.
 - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces. Tool joints only where indicated on construction drawings. All other joints shall be sawed joints.
 - a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.
 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a radius as indicated. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces. Tool joints only where indicated on construction drawings.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

- G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- L. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
1. When air temperature has fallen to or is expected to fall below F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 F (10 deg C) and not more than 80 F (27 deg C) at point of placement.
 2. Do not use frozen materials or materials containing ice or snow.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- M. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform

granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 SPECIAL FINISHES

A. Monolithic Exposed-Aggregate Finish: Expose coarse aggregate in paving surface as follows:

1. Immediately after float finishing, spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove when ready to continue finishing operations.
3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

B. Seeded Exposed-Aggregate Finish: Immediately after initial floating, spread a single layer of aggregate uniformly on paving surface. Tamp aggregate into plastic concrete and float finish to entirely embed aggregate with mortar cover of 1/16 inch (1.6 mm).

1. Spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove sheeting when ready to continue finishing operations.
3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. 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.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
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, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm) and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or 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 that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
1. Elevation: 3/4 inch (19 mm).
 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
 3. Surface: Gap below 10-foot-(3-m-) long, unlevel straightedge not to exceed 1/2 (13 mm).
 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: per 12 (13 mm per 300 mm) of tie bar.
 5. Lateral Alignment and Spacing of Dowels: 1 (25 mm).
 6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 per 12 (6 mm per 300 mm) of dowel.
 8. Joint Spacing: 3 inches (75 mm).
 9. Contraction Joint Depth: Plus 1/4 (6 mm), no minus.
 10. Joint Width: Plus 1/8 (3 mm), no minus.

3.11 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured

- to concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
2. Broadcast glass beads uniformly into wet markings at a rate of 6lb/gal. (0.72 kg/L).

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 1. Testing Frequency: Obtain at least one composite sample for each 33 cu.yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 F (4.4 deg C) and below and when it is 80 F (27 deg C) and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when

test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.13 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on the project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

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Part 5: Drawings

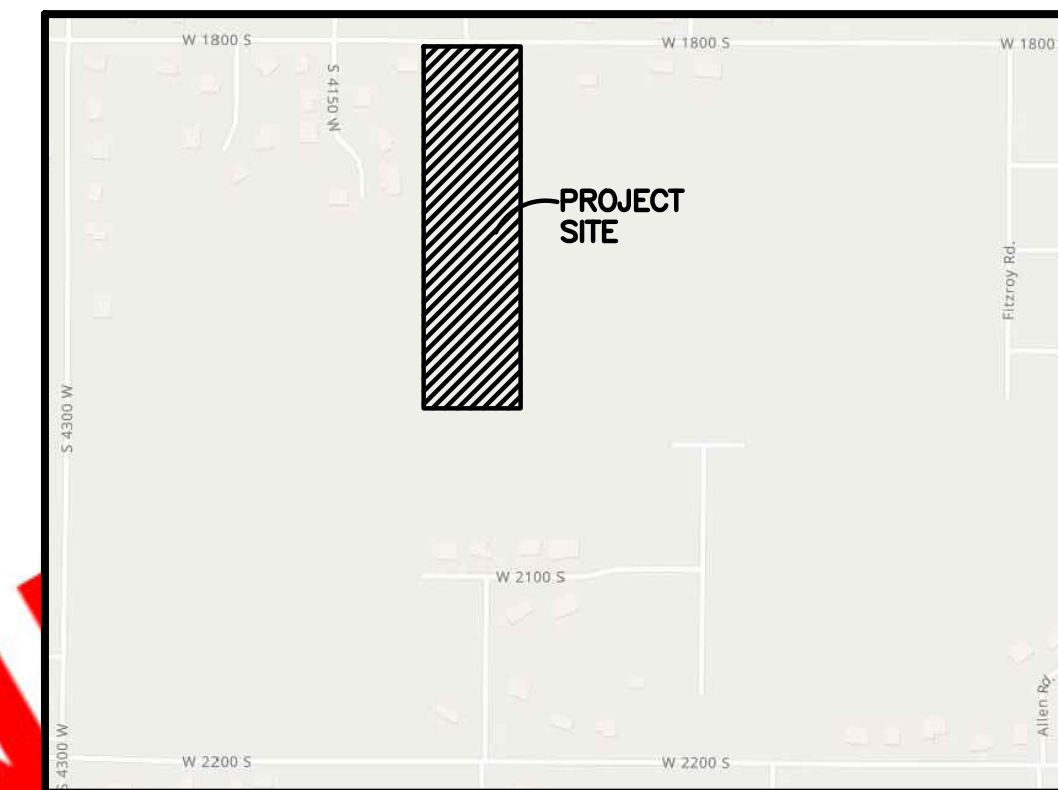
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TAYLOR WEST WEBER PARK

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Improvement Plans

TAYLOR, WEBER COUNTY, UTAH
JULY, 2023

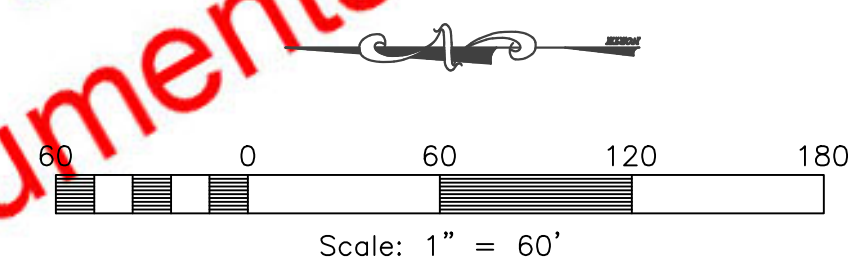


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- Sheet 3 - Existing Site Plan
- Sheet 4 - Site Plan
- Sheet 5 - Grading/Utility 1
- Sheet 6 - Grading/Utility 2
- Sheet 7 - Grading/Utility 3
- Sheet 8 - Details
- Sheet 9 - Overall Landscape Plan
- Sheet 10 - Landscape Plan 1
- Sheet 11 - Landscape Plan 2
- Sheet 12 - Landscape Details
- Sheet 13 - Landscape Details
- Sheet 14 - Landscape Details
- Sheet 15 - Irrigation Plan
- Sheet 16 - Irrigation Plan
- Sheet 17 - Irrigation Details

| SITE DATA | |
|-----------------|--------------------------------|
| PARKING: | 179 STALLS PROVIDED (8 A.D.A.) |
| PARCEL AREA: | 413,820 S.F. (9.50 ACRES) |
| BUILDING AREA: | 7,568.69 S.F. (0.17 ACRES) |
| ASPHALT AREA: | 133,254 S.F. (3.06 ACRES) |
| LANDSCAPE AREA: | 272,998 S.F. (6.27 ACRES) |
| LS RATIO: | 65.9% |

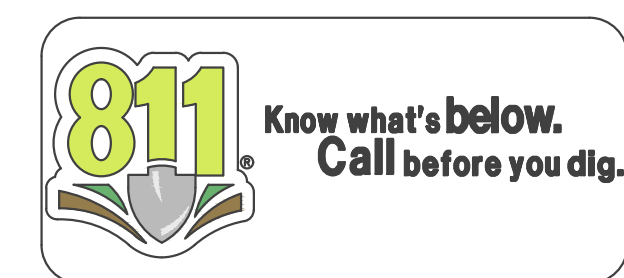
Engineer's Notice To Contractors:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Surveyor:
Jason Felt
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Landscape Architect:
Nathan Peterson
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH: (801) 621-3100

Developer Contact:
Pat Burns
Lync Construction
1946 W 5600 S
Roy, Utah, 84067
PH: (801) 710-2234

Project Contact:
Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100



Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co

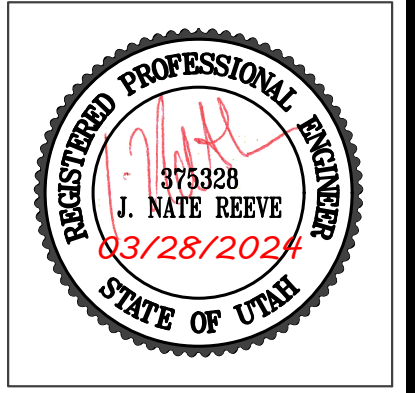
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

| REVISIONS | DATE | DESCRIPTION |
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| | 01/18/24 | ZD Redlines |
| | 03/28/24 | ZD Redlines |

Reeve & Associates, Inc. - Solutions You Can Build On

Taylor West Weber Park
1800 South
Weber County, Utah

Cover/Index Sheet



Project Info.
Engineer:
J. NATE REEVE, P.E.
Drafted:
Z. DECARIA
Begin Date:
February, 2023
Name:
Taylor West Weber Park
Number: 6298-25

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UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Notice to Contractor:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON RECORDS OF THE VARIOUS UTILITY COMPANIES AND/OR MUNICIPALITIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

- NOTE:
1. SAWCUT EXISTING ASPHALT INSIDE FROM OUTER EDGE FOR TACK SEAL OF NEW ASPHALT
2. CONTRACTOR TO VERIFY 2% MIN. AND 5% MAX SLOPE FROM EDGE OF ASPHALT TO LIP OF GUTTER

Survey Control Note:

THE CONTRACTOR OR SURVEYOR SHALL BE RESPONSIBLE FOR FOLLOWING THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) MODEL STANDARDS FOR ANY SURVEYING OR CONSTRUCTION LAYOUT TO BE COMPLETED USING REEVE & ASSOCIATES, INC. SURVEY DATA OR CONSTRUCTION IMPROVEMENT PLANS. PRIOR TO PROCEEDING WITH CONSTRUCTION STAKING, THE SURVEYOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON AN ALTA SURVEY. IMPROVEMENT PLAN, OR ANY ELECTRONIC DATA PROVIDED, THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN FIVE (5) EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY REEVE & ASSOCIATES, INC. AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION STAKING.

Erosion Control General Notes:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

Maintenance:

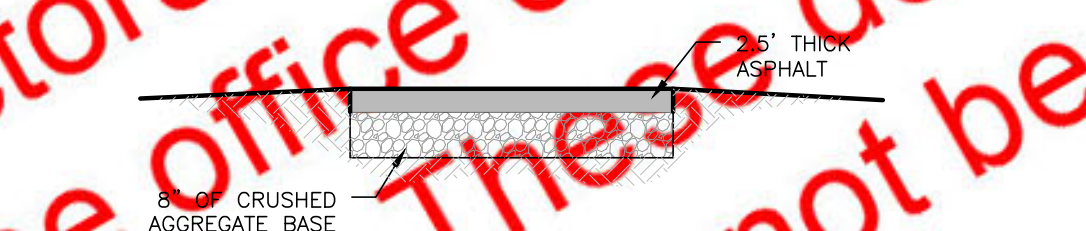
ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

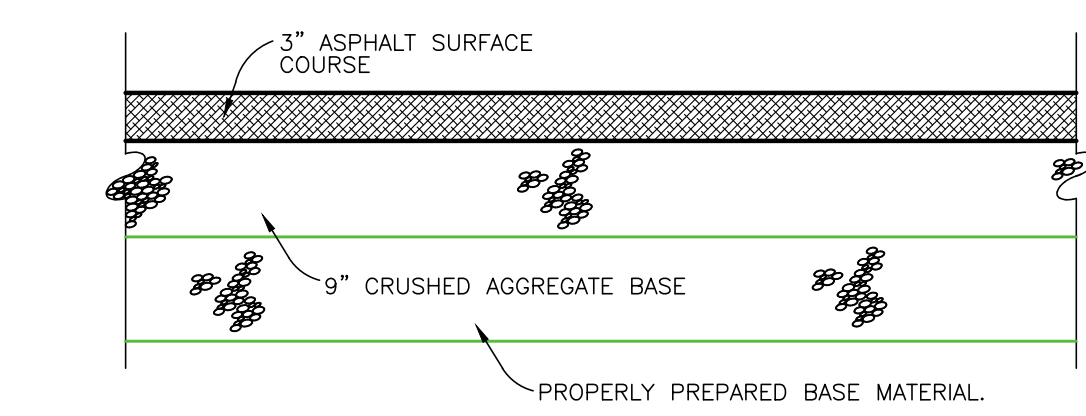
SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

- EXPOSED SLOPES:
ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
A) SPRAYING DISTURBED AREAS WITH A JACKIFIER VULCANIZED RESIN
B) TRACKING STRAW PERPENDICULAR TO SLOPES
C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

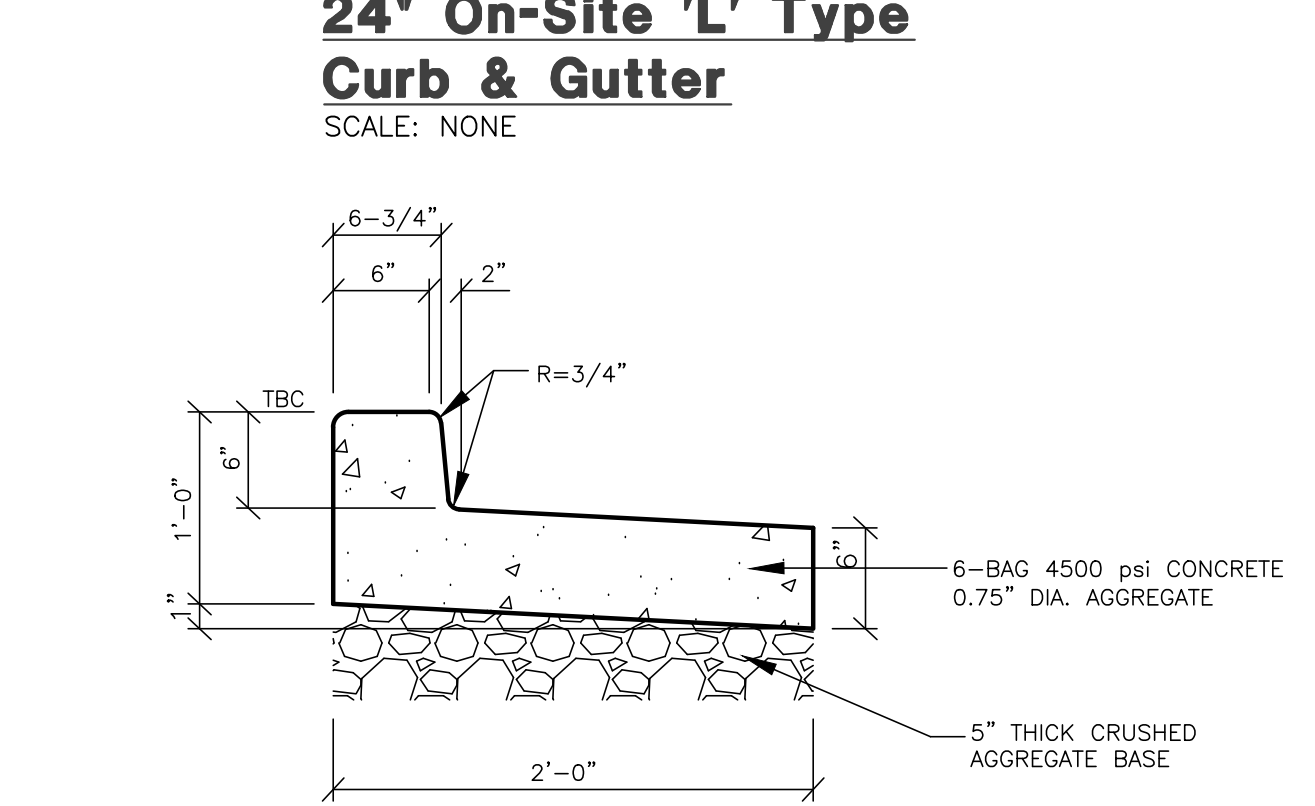
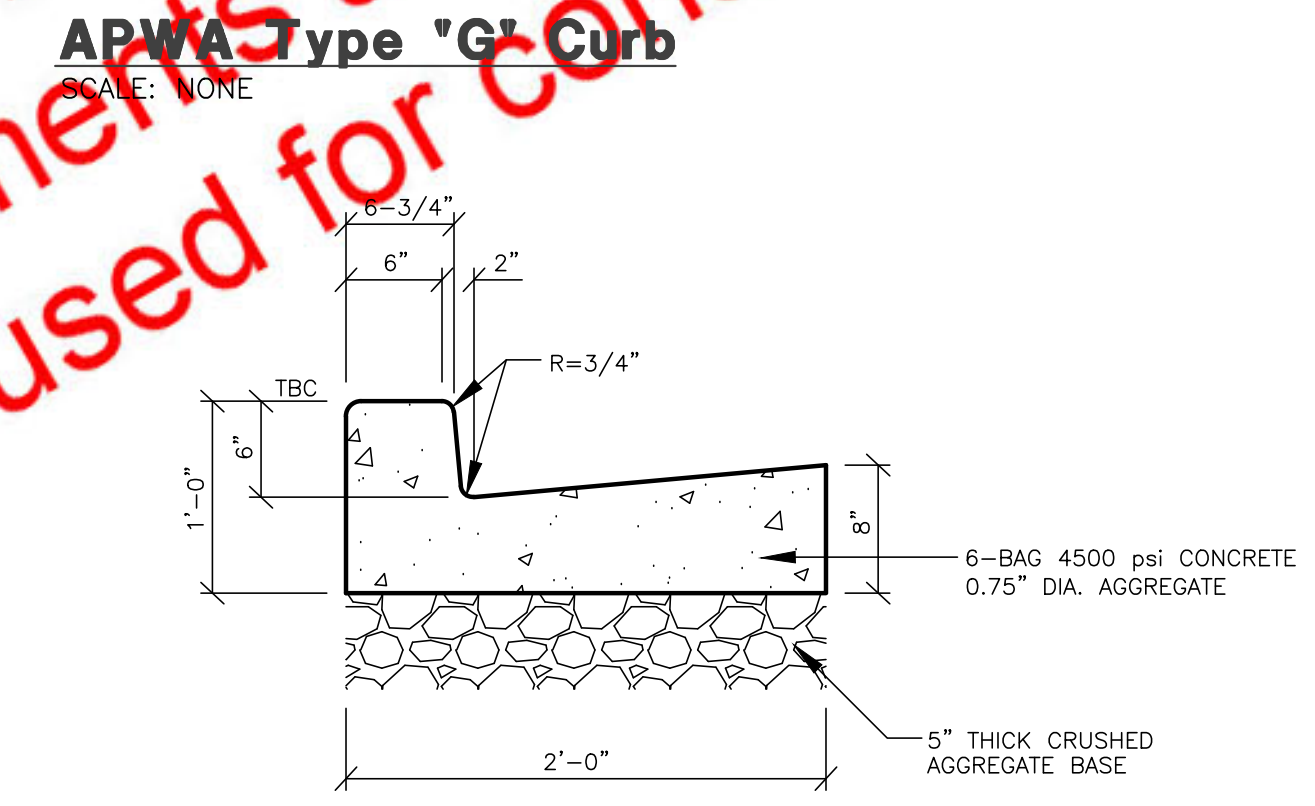
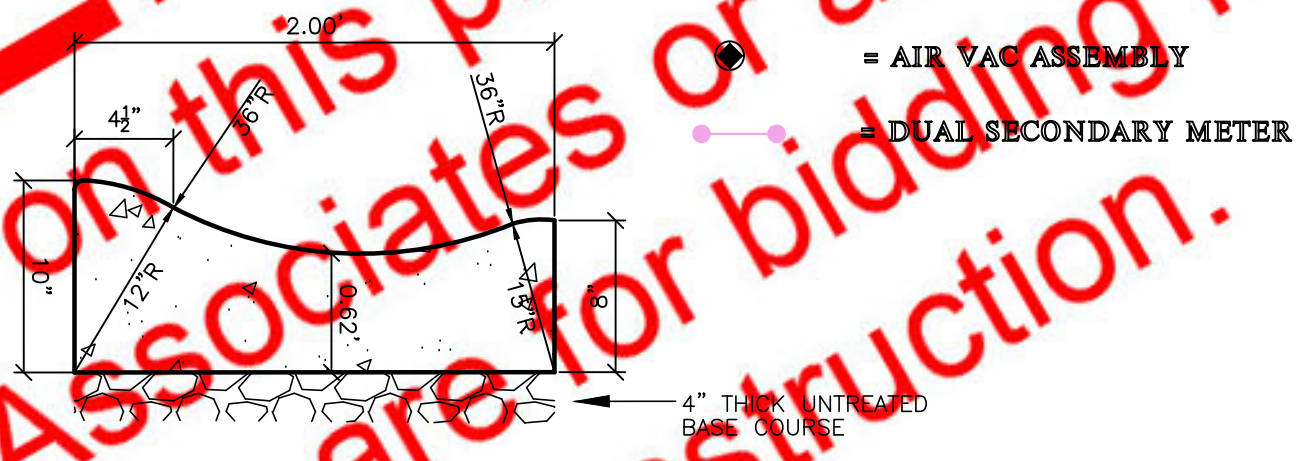


10" Asphalt Path
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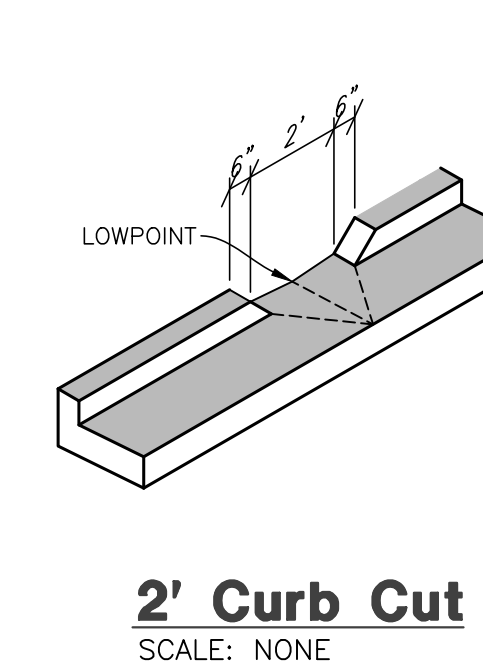
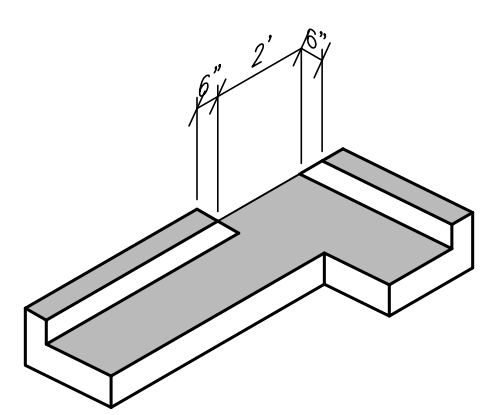
Typical On-Site Asphalt Paving
SCALE: NONE
(REFER TO THE SITE SPECIFIC GEOTECHNICAL REPORT, GEOTECHNICAL REPORT TO GOVERN & CONTROL.)

- SW LAT = PROPOSED SECONDARY WATER LATERAL
- LD LAT = PROPOSED LAND DRAIN LATERAL
- W LAT = PROPOSED WATER LATERAL
- SS LAT = PROPOSED SEWER LATERAL
- WZB = PROPOSED CULINARY WATER LINE
- EX.W = EXISTING CULINARY WATER LINE
- SWZB = PROPOSED SECONDARY WATER LINE
- EX.SW = EXISTING SECONDARY WATER LINE
- SSZB = PROPOSED SANITARY SEWER LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- SDZB = PROPOSED STORM DRAIN LINE
- EX.SD = EXISTING STORM DRAIN LINE
- LDZB = PROPOSED LAND DRAIN LINE
- EX.LD = EXISTING LAND DRAIN LINE
- IRZB = PROPOSED IRRIGATION LINE
- EX.IRR = EXISTING IRRIGATION LINE
- X X X = EXISTING FENCE LINE
- O O O = PROPOSED FENCE LINE
- = DRAINAGE SWALE
- OHP = OVERHEAD POWER LINE
- FH = PROPOSED FIRE HYDRANT
- EH = EXISTING FIRE HYDRANT
- PM = PROPOSED MANHOLE
- EM = EXISTING MANHOLE
- PS = PROPOSED SEWER CLEAN-OUT
- PGV = PROPOSED GATE VALVE
- EGV = EXISTING GATE VALVE
- PLB = PLUG & BLOCK
- A = AIR VAC ASSEMBLY
- DSM = DUAL SECONDARY METER

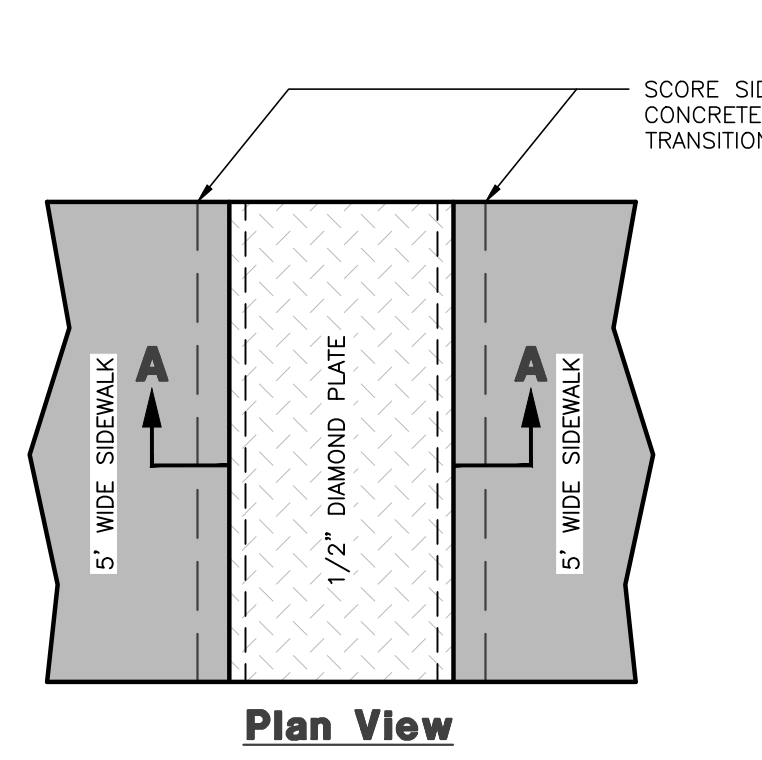
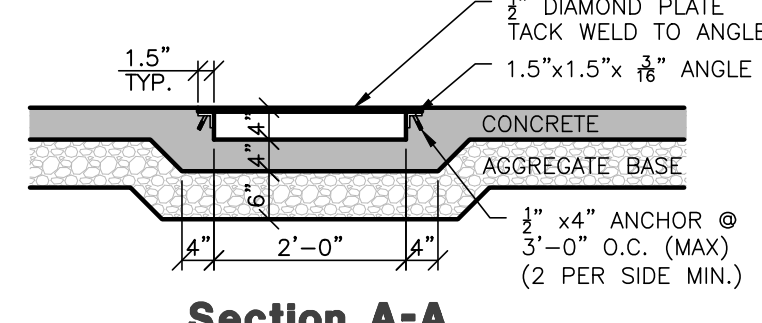


24" On-Site Outfall 'L' Curb & Gutter
SCALE: NONE

- Legend**
- W = PROPOSED WATER METER
 - SD = EXISTING WATER METER
 - R = PROPOSED REDUCER
 - SR = EXISTING REDUCER
 - C = PROPOSED CATCH BASIN
 - CR = EXISTING CATCH BASIN
 - W/2 = PLUG W/ 2" BLOW-OFF
 - SL = STREET LIGHT
 - S = SIGN
 - P = POWER POLE
 - BFE = BASEMENT FLOOR ELEVATION
 - B = BUILDING
 - BOS = BOTTOM OF STAIRS
 - BOW = BOTTOM OF WALL
 - BP = BEGINNING POINT
 - C&G = CURB & GUTTER
 - CB = CATCH BASIN
 - CF = CUBIC FEET
 - CFPS = CUBIC FEET PER SECOND
 - CF = EDGE OF PAVEMENT
 - FF = FINISH FLOOR
 - FFE = FINISH FLOOR ELEVATION
 - FG = FINISHED GRADE
 - FH = FIRE HYDRANT
 - FL = FLOW LINE
 - GB = GRADE BREAK
 - GFE = GARAGE FLOOR ELEVATION
 - IN = INVERT
 - LF = LINEAR FEET
 - NG = NATURAL GRADE
 - OHP = OVERHEAD POWER
 - PC = POINT OF CURVATURE
 - PP = POWER/UTILITY POLE
 - PRC = POINT OF RETURN CURVATURE
 - PT = POINT OF TANGENCY
 - PUE = PUBLIC UTILITY BASEMENT
 - RCP = REINFORCED CONCRETE PIPE
 - RIM = RIM OF MANHOLE
 - ROW = RIGHT-OF-WAY
 - SD = STORM DRAIN
 - SL = STREET LIGHT
 - SS = SANITARY SEWER
 - TBC = TOP BACK OF CURB
 - TOA = TOP OF ASPHALT
 - TOC = TOP OF CONCRETE
 - TOFF = TOP OF FINISHED FLOOR
 - TOS = TOP OF STAIRS
 - TOW = TOP OF WALL
 - TSW = TOP OF SIDEWALK
 - UGP = UNDERGROUND POWER
 - W = CULINARY WATER
 - WM = WATER METER
 - EA = EXISTING ASPHALT PAVEMENT
 - PA = PROPOSED ASPHALT PAVEMENT
 - PC = PROPOSED CONCRETE
 - PG = PROPOSED GRAVEL
 - ECG = EXISTING CONTOUR GRADE
 - PCG = PROPOSED CONTOUR GRADE
 - RR = PROPOSED RETAINING WALL



2" Curb Cut
SCALE: NONE



Sidewalk Cross Drain
NOT TO SCALE

FOR BIDDING REFERENCE ONLY. Plans to be used for bidding reference only and shall not be used for construction. Plans to be bid on this project must obtain an official set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

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TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • ENVIRONMENTAL ENGINEERS

| REVISIONS | DATE | DESCRIPTION |
|-----------|----------|-------------|
| | 01/18/24 | ZD Redlines |
| | 03/28/24 | ZD Redlines |

Taylor West Weber Park
1800 South
Weber County, Utah

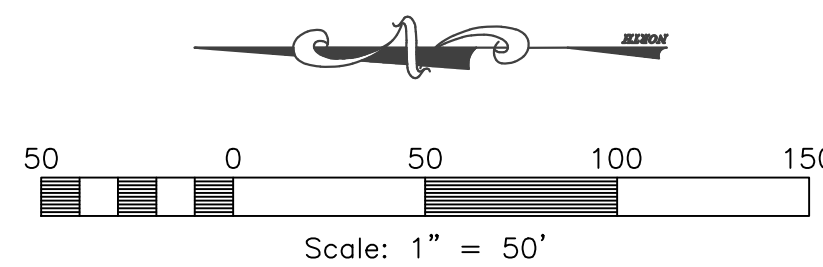
Notes/Legend

REGISTERED PROFESSIONAL ENGINEER
J. NATE REEVE
375328
03/28/2024
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: Z. DECARIA
Begin Date: February, 2023
Name: Taylor West Weber Park
Number: 6298-25

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NOTE:
BACKGROUND IMAGE FOR REFERENCE ONLY

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| REVISIONS | DATE | DESCRIPTION |
|-----------|----------|-------------|
| | 01/18/24 | ZD Redlines |
| | 03/28/24 | ZD Redlines |

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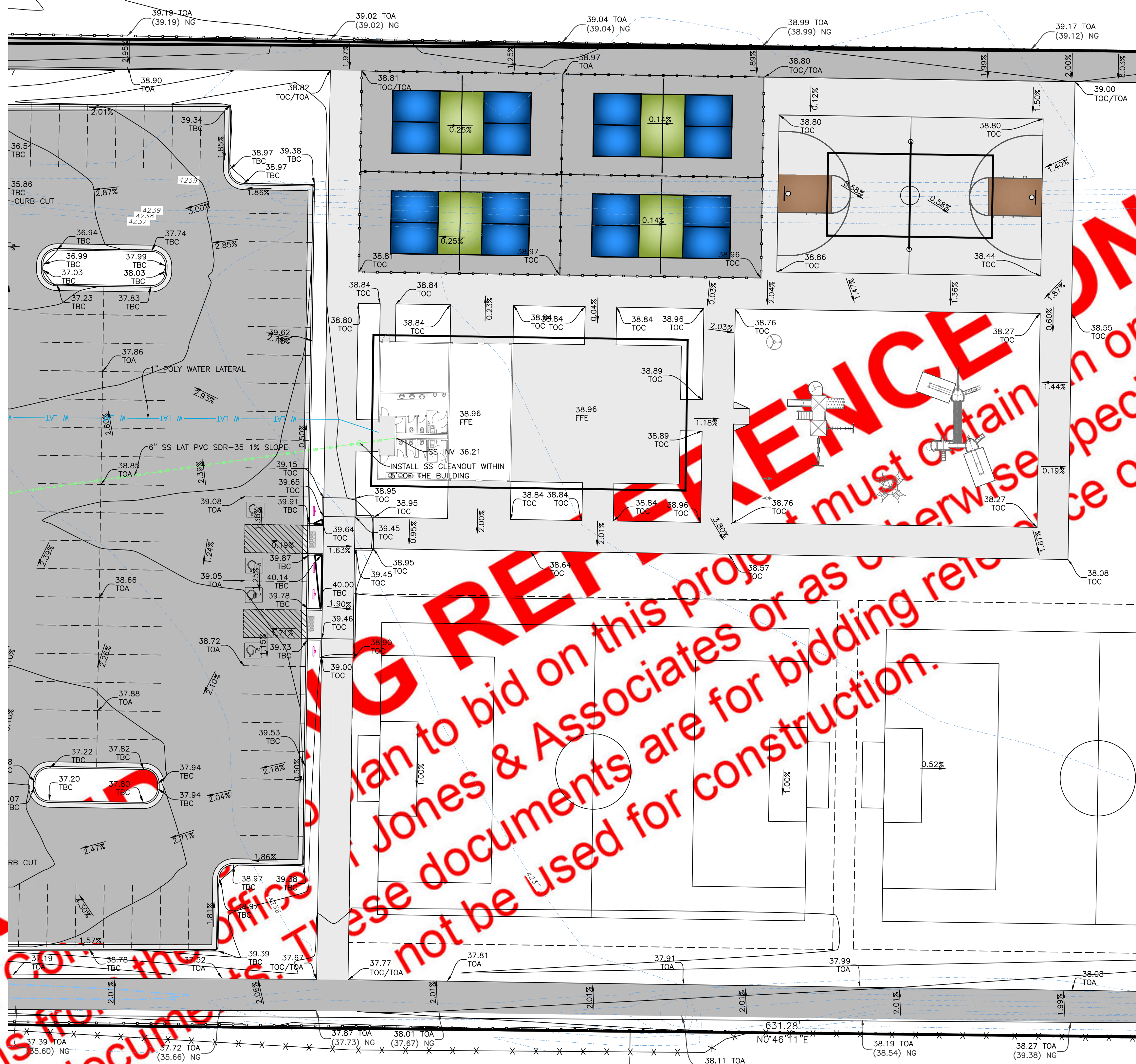
**Taylor West Weber Park
1800 South**
Weber County, Utah

Existing Site Plan



Project Info.
Engineer: J. NATE REEVE, P.E.
Drafted: Z. DECARIA
Begin Date: February, 2023
Name: Taylor West Weber Park

Number: 6298-25



Storm Runoff Calculations

West Weber Park
6298-25 3/28/2024

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the West Weber, Utah area taken from the NOAA Atlas 14 database. Calculations have been completed for the 100-yr 24-hr storm event. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

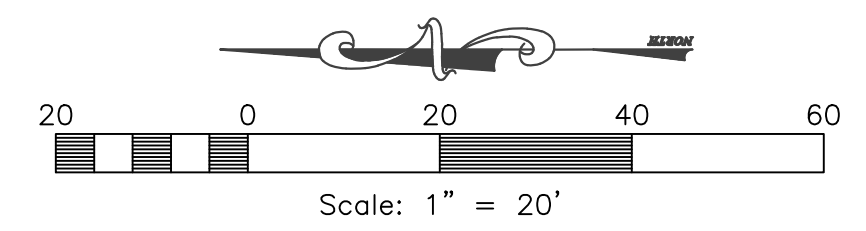
| Drainage Area | Total Area | 2.29 acre or | 99,861 ft ² |
|---------------------|-----------------|--------------|------------------------|
| Runoff Coefficients | Paved Area | 38,051 | C = 0.9 |
| | Roof | 4,224 | C = 0.9 |
| | Landscaped Area | 57,586 | C = 0.2 |
| | | | C = 0.50 |

| LID Retention | 80 th Percentile Rainfall Exceed (d) | Yes | 0.49 in |
|---|---|--------------|---------|
| Is the site susceptible to ID? | | | |
| Site Imperviousness (%) | | 0.42 | |
| NRES Soil Group | | C/D | |
| R ₁ Equation | | 0.83*(1.122) | |
| R ₂ Soil Group A: 0.84*(1.122); B: 0.84*(1.169); C/D: 0.83*(1.122) | | 0.32 | |
| V _{total} = R _v x d x Total Site Area | | 1290 | c.f. |

| Volume of Run-off for 100-year Storm Event: | C | I | A | Q (cfs) | time (min) | Q (cfs) | Vol. in (cf) | Vol. out (cf) | Difference (cf) |
|---|-----|-----|----------|---------|------------|---------|--------------|---------------|-----------------|
| See Below | 0.9 | 6.5 | 99861.00 | 0.46 | 0 | 0.00 | 0 | 0 | 0 |
| | | 10 | 9000 | 6.52 | 5 | 7.48 | 2244 | 138 | 2107 |
| | | 15 | 13500 | 4.96 | 10 | 5.69 | 3414 | 275 | 3139 |
| | | 20 | 18000 | 4.10 | 15 | 4.70 | 4234 | 413 | 3821 |
| | | 30 | 27000 | 2.76 | 20 | 3.17 | 5700 | 825 | 4875 |
| | | 45 | 40500 | 1.71 | 30 | 1.96 | 7063 | 1651 | 5412 |
| | | 60 | 54000 | 0.93 | 45 | 1.07 | 7674 | 3301 | 4373 |
| | | 75 | 67500 | 0.63 | 60 | 0.73 | 7856 | 4952 | 2904 |
| | | 90 | 81000 | 0.35 | 75 | 0.41 | 8748 | 9904 | -1155 |
| | | 105 | 94500 | 0.22 | 90 | 0.25 | 10706 | 19807 | -9101 |
| | | 120 | 108000 | 0.12 | 105 | 0.14 | 11896 | 39614 | -27719 |

| Orifice Sizing | Given: | Q = 0.46 cfs | H = 64.4 ft | A = 7.67 inches ² |
|----------------|--------|---------------------------------|-------------|------------------------------|
| | | 2g = 3.00 ft | | |
| | | H = 3.00 ft | | |
| | | Cd = 0.62 | | |
| | | R = SQRT((Q/(0.7*(64.4"H)*0.5)) | | |
| | | R = 0.13 feet | | |
| | | D = 1.56 inches | | |
| | | A = 3.12 inches | | |
| | | | | 0.0532 ft ² |

SUMMARY:
 The required 100-yr storage volume is **5,412** cubic feet
 The required LID Retention volume is **1,290** cubic feet
 Orifice size is **3.1** inches



Legend

= TYPE G CURB

NOTE:
 CULINARY WATER:
 TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT
 (801)-731-1668
 SECONDARY WATER CONNECTION:
 ROY WATER CONSERVANCY DISTRICT
 (801)-825-9744

| DNIC VOL. (cu. ft.) | CONIC TOTAL VOL. (cu. ft.) | |
|---------------------|----------------------------|--------|
| 0 | 0 | BOTTOM |
| 154 | 454 | |
| 276 | 1730 | |
| 796 | 3526 | |
| 702 | 5229 | TOP |

| ELEV | AREA (sq. ft.) | DEPTH (ft) | CONIC INC. VOL. (cu. ft.) | CONIC TOTAL VOL. (cu. ft.) | |
|----------|----------------|------------|---------------------------|----------------------------|--------|
| 4,232.50 | 103 | 0.00 | 0 | 0 | BOTTOM |
| 4,233.00 | 1327 | 0.50 | 300 | 300 | |
| 4,234.00 | 1988 | 1.00 | 1647 | 1947 | |
| 4,235.00 | 2682 | 1.00 | 2327 | 4274 | |
| 4,235.75 | 3225 | 0.75 | 2212 | 6487 | TOP |

FOR REFERENCE ONLY.
 General contract documents for the office. Plans to bid on this project must contain an original in office. These documents are for bidding reference only and shall not be used for construction.

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| REVISIONS | DATE | DESCRIPTION |
|-----------|----------|-------------|
| | 01/18/24 | ZD Redlines |
| | 03/28/24 | ZD Redlines |

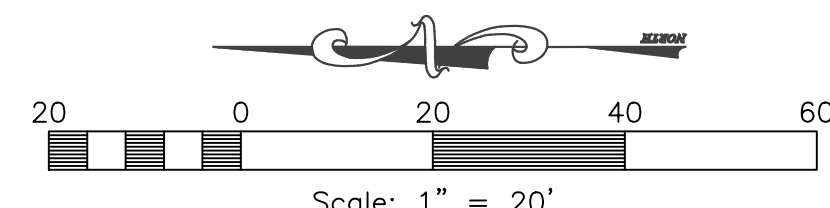
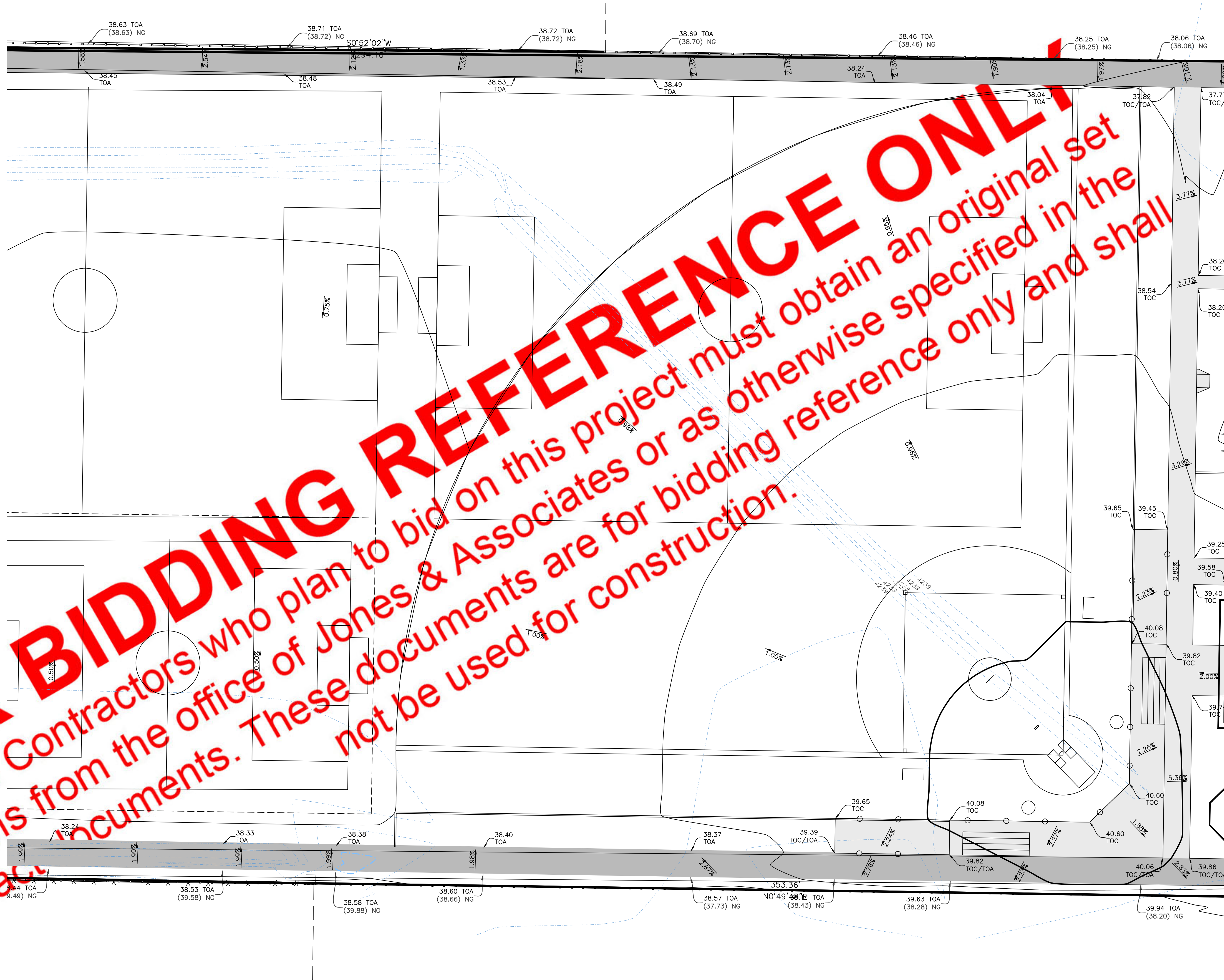
Taylor West Weber Park
 1800 South
 Weber County, Utah

Grading/Utility Plan 1



Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: Z. DECARIA
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25





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| REVISIONS | DATE | DESCRIPTION |
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| | 01/18/24 | ZD Redlines |
| | 03/28/24 | ZD Redlines |

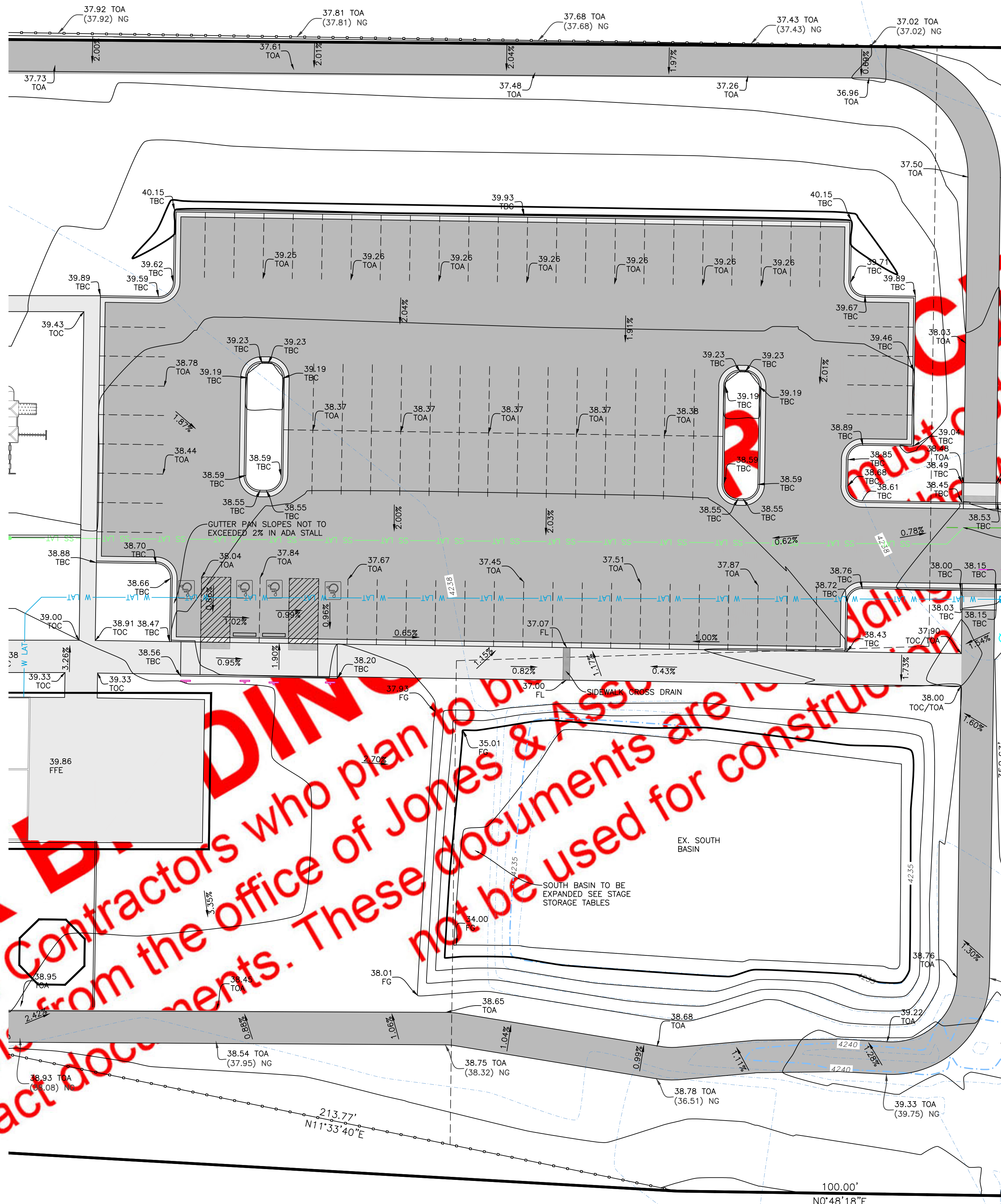
Taylor West Weber Park
 1800 South
 Weber County, Utah

Grading/Utility Plan 2



Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: Z. DECARIA
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25





South Drainage - Storm Runoff Calculati
West Weber Park
6298-25 3/28/2024

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the West Weber, Utah area taken from the NOAA Atlas 14 database. Calculations have been completed for the 100-yr 24-hr storm event. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre.

The calculations are as follows:

Drainage Area:

| | |
|-----------------------------|--------------------------------------|
| Total Area | 2.67 acre or 116,183 ft ² |
| Runoff Coefficients | |
| Paved Area | 45,676 C = 0.9 |
| Roof | 3,344 C = 0.9 |
| Landscape Area | 67,163 C = 0.2 |
| Weighted Runoff Coefficient | C = 0.50 |

LID Retention:

| | |
|---|--------------|
| 80% Impervious Rainfall Event (I) | 0.49 in |
| Site Imperviousness (I) | Yes 0.42 |
| NRCS Soil Group | C/D |
| Rv Equation | 0.83*(1.122) |
| Rv (Soil Group A: 1.04*1.302; B: 0.84*1.189; C/D: 0.83*1.122) | 0.32 |
| V _{ret} = Rv x Total Site SF | 1495 c.f. |

Volume of Run-off for 100-year Storm Event:

| | | | | | |
|------------|--------------------------|--------------------|--------------|---------------|-----------------|
| C | 0.50 | | | | |
| I | See Below in/in | | | | |
| A | 116183.0 ft ² | | | | |
| Q(out) | 0.53 ft/s | (0.2 cfs per acre) | | | |
| Time (min) | 0 | | Vol. in (cf) | Vol. out (cf) | Difference (cf) |
| 0 | 0 | 0.00 | 0 | 0 | 0 |
| 10 | 300 | 8.69 | 2606 | 160 | 2446 |
| 15 | 600 | 6.61 | 3965 | 320 | 3645 |
| 20 | 900 | 5.46 | 4916 | 480 | 4436 |
| 30 | 1800 | 2.76 | 6618 | 960 | 5658 |
| 60 | 3600 | 1.71 | 8201 | 1920 | 6281 |
| 120 | 7200 | 0.93 | 8911 | 3841 | 5070 |
| 180 | 10800 | 0.63 | 9122 | 5761 | 3361 |
| 240 | 14400 | 0.36 | 10158 | 7681 | -1365 |
| 300 | 18000 | 0.22 | 12431 | 9601 | -10614 |
| 1440 | 86400 | 0.12 | 13812 | 46089 | -32277 |

Orifice Sizing:

Given: Q = 0.53 cfs
 2g = 64.4 ft/s²
 H = 3.00 ft
 Cd = 0.62
 R = SQRT(Q/pw(0.7(64.4+H)*0.5))
 R = 0.14 feet
 D = 1.68 inches
 D = 3.37 inches
 A = 8.92 inches *2

for circular openings

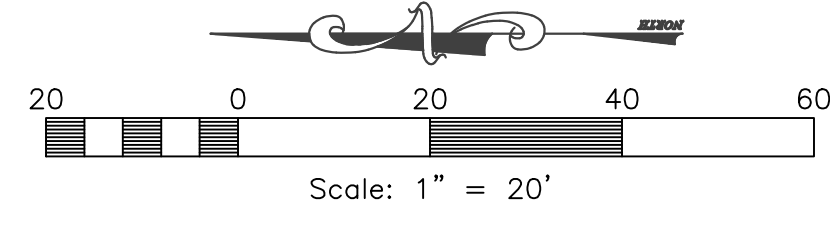
SUMMARY:
 The required 100-yr storage volume is **6,281** cubic feet
 The required LID Retention volume is **1,495** cubic feet
 Orifice size is **3.4** inches

SOUTH STAGE STORAGE TABLE (EXISTING)

| ELEV | AREA (sq. ft.) | DEPTH (ft) | CONIC INC. VOL. (cu. ft.) | CONIC TOTAL VOL. (cu. ft.) | |
|----------|----------------|------------|---------------------------|----------------------------|--------|
| 4,233.60 | 945 | N/A | 0 | 0 | BOTTOM |
| 4,234.00 | 7451 | 0.40 | 1473 | 1473 | |
| 4,235.00 | 8666 | 1.00 | 8051 | 9525 | |
| 4,236.00 | 9876 | 1.00 | 9264 | 18789 | |
| 4,237.00 | 11113 | 1.00 | 10488 | 29278 | |
| 4,237.50 | 11492 | 0.50 | 5651 | 34929 | |
| 4,238.00 | 8971 | 0.50 | 5103 | 40032 | TOP |

SOUTH STAGE STORAGE TABLE (ROPOSED)

| ELEV | AREA (sq. ft.) | DEPTH (ft) | CONIC INC. VOL. (cu. ft.) | CONIC TOTAL VOL. (cu. ft.) | |
|----------|----------------|------------|---------------------------|----------------------------|--------|
| 4,233.60 | 704 | N/A | 0 | 0 | BOTTOM |
| 4,234.00 | 8339 | 0.40 | 1529 | 1529 | |
| 4,235.00 | 10139 | 1.00 | 9225 | 10754 | |
| 4,236.00 | 11517 | 1.00 | 10821 | 21575 | |
| 4,237.00 | 12948 | 1.00 | 12226 | 33801 | |
| 4,237.50 | 13305 | 0.50 | 6563 | 40364 | |
| 4,238.00 | 10820 | 0.50 | 6020 | 46385 | TOP |



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REVISIONS

| DATE | DESCRIPTION |
|----------|-------------|
| 01/18/24 | ZD Redlines |
| 03/28/24 | ZD Redlines |

Taylor West Weber Park
 1800 South
 Weber County, Utah

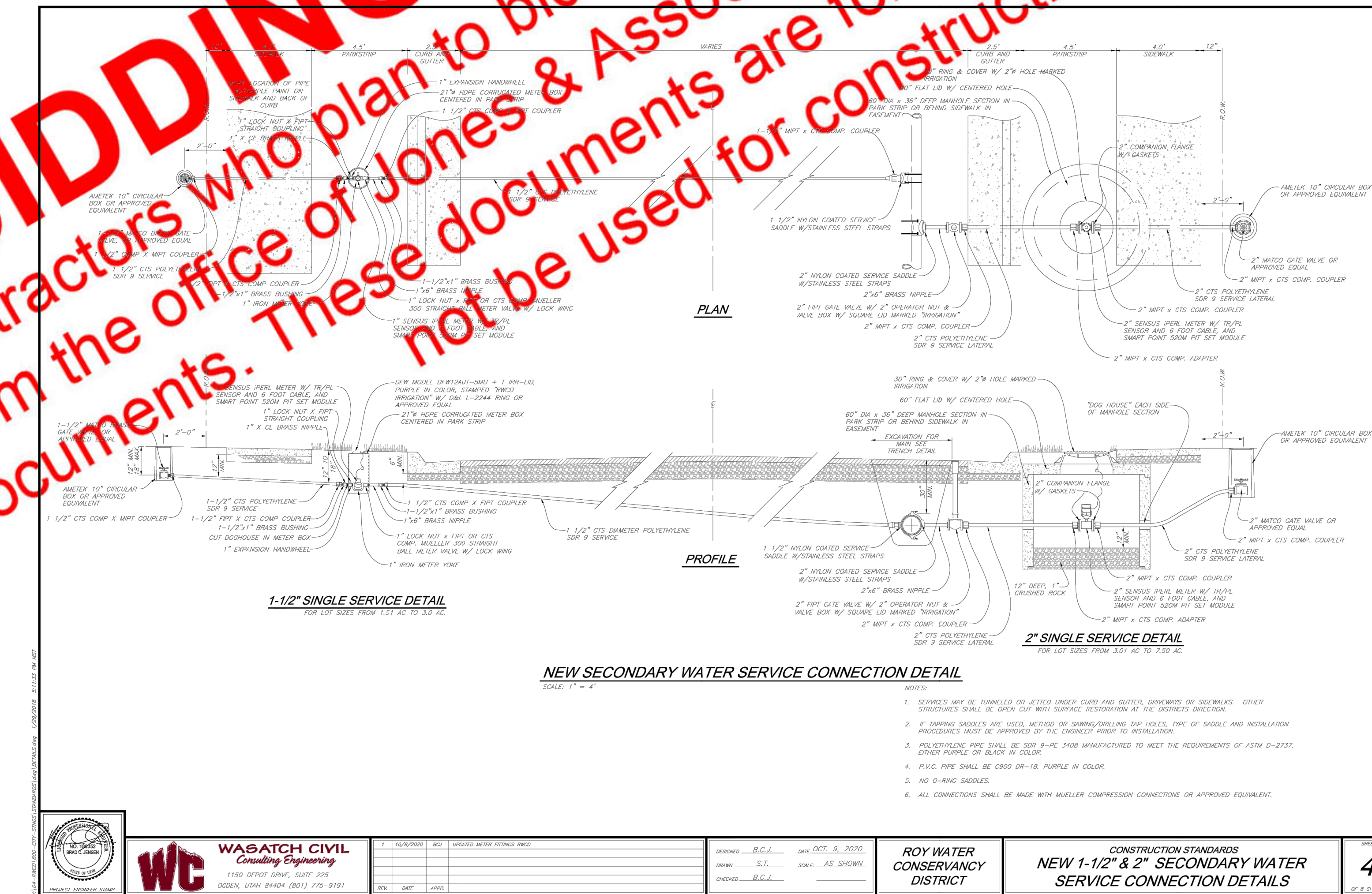
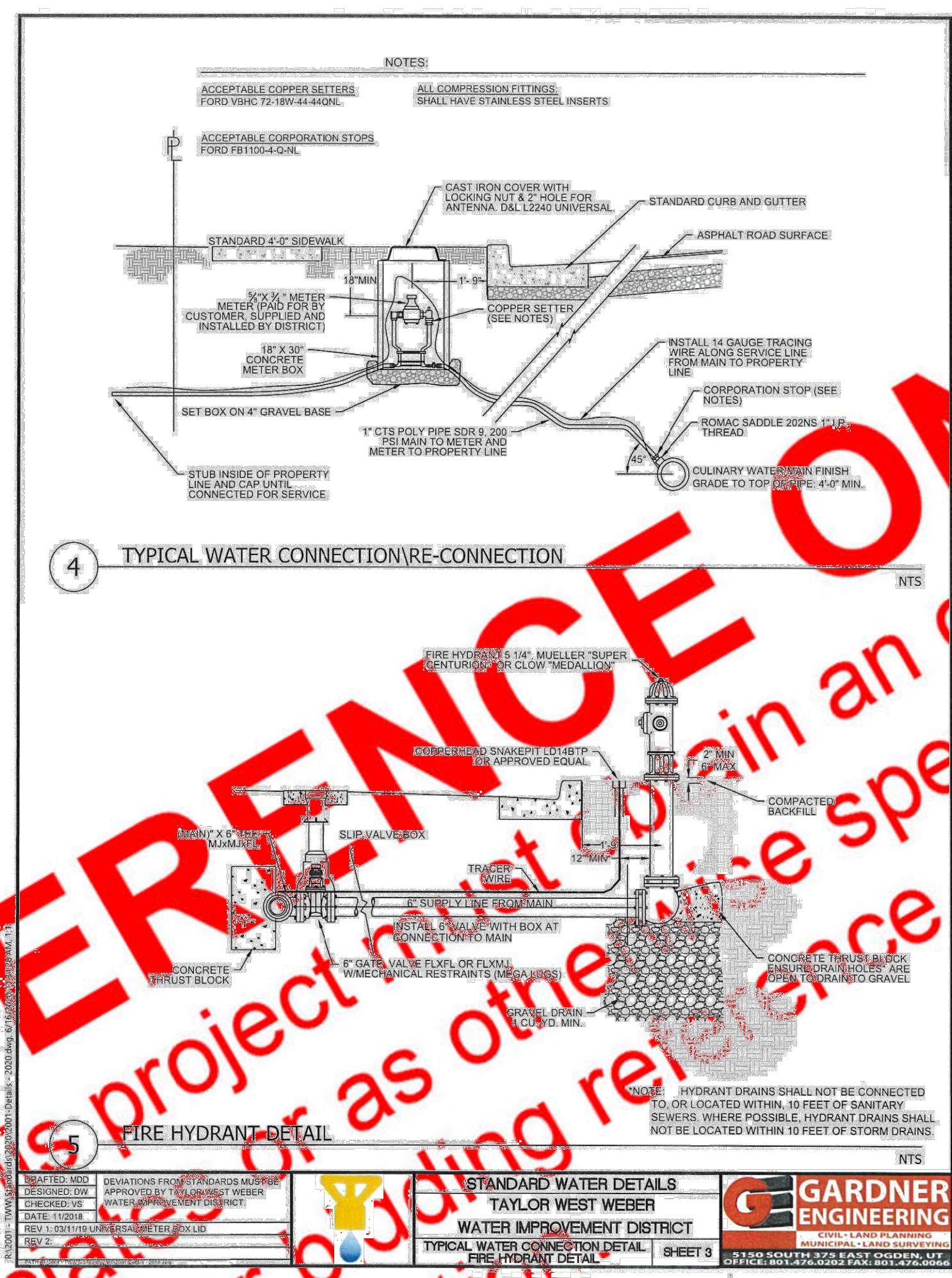
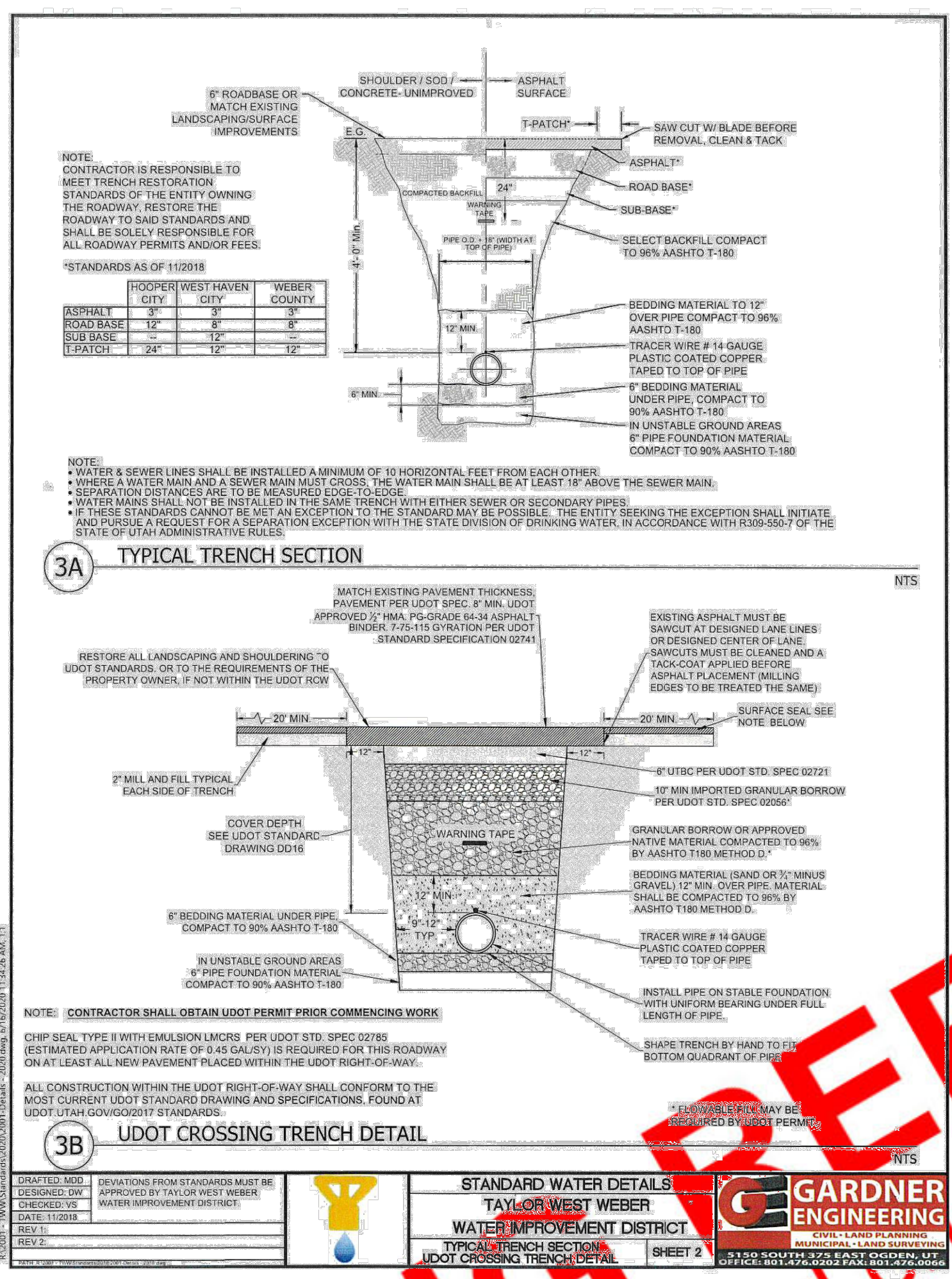
Grading/Utility Plan 3



Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: Z. DECARIA
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25



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FOR BIDDING REFERENCE ONLY

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Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 www.reeveco.com

RA

REGISTERED PROFESSIONAL ENGINEER
 375328
 J. NATE REEVE
 03/28/2024
 STATE OF UTAH

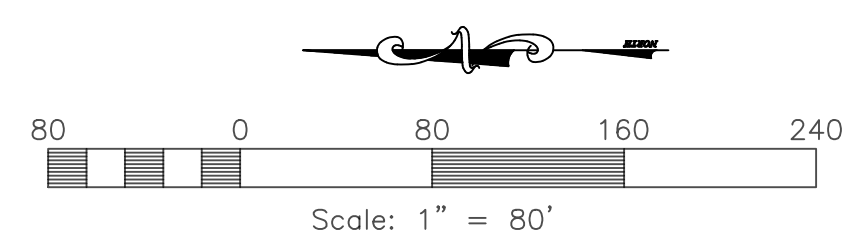
Project Info.
 Engineer: J. NATE REEVE, P.E.
 Drafter: Z. DECARIA
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25

NOTE:
 CULINARY WATER:
 TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT
 (801)-731-1668
 SECONDARY WATER CONNECTION:
 ROY WATER CONSERVANCY DISTRICT
 (801)-825-9744

17 Total Sheets



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| REVISIONS | DATE | DESCRIPTION |
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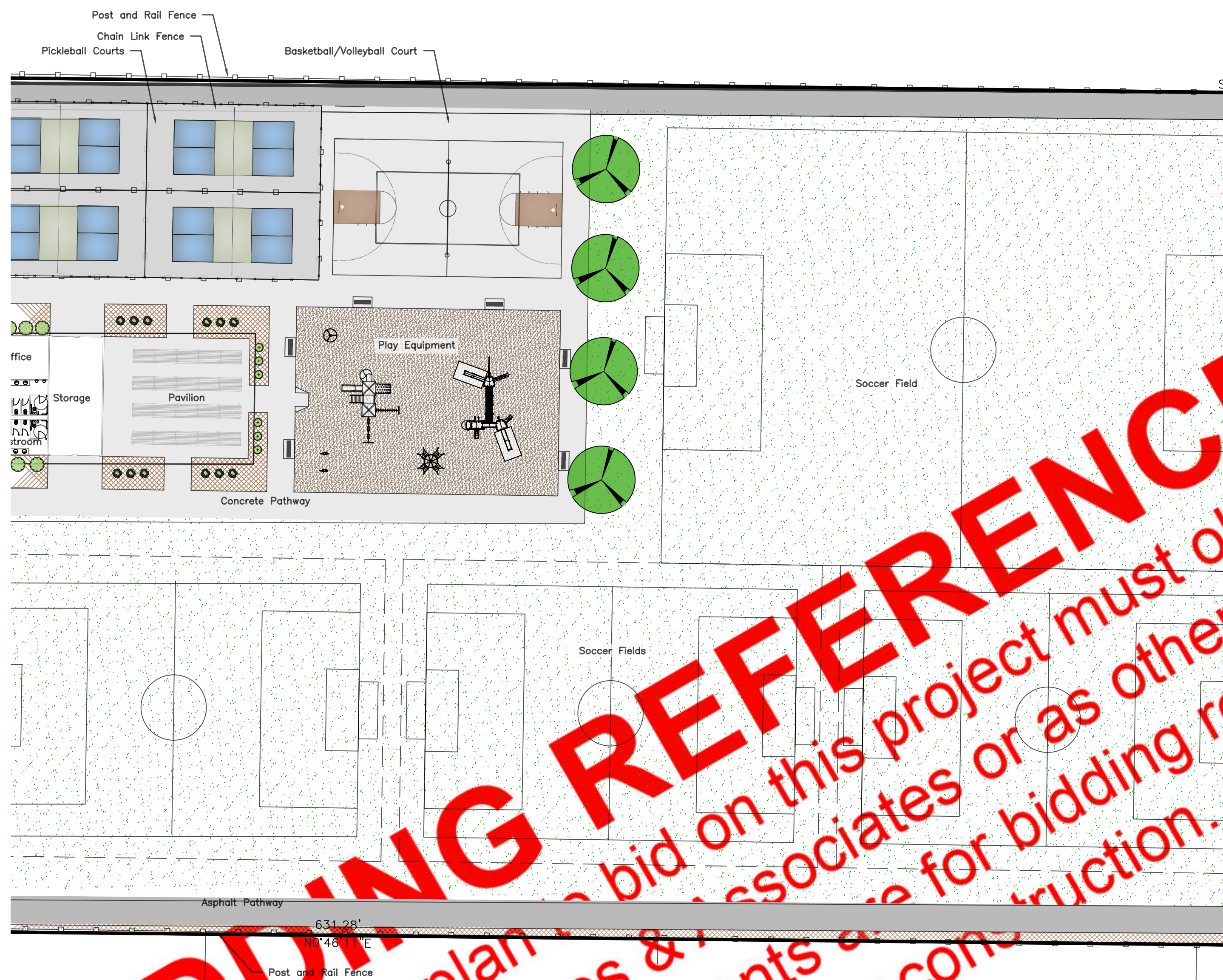
Taylor West Weber Park
 1800 South
 Weber County, Utah

OVERALL LANDSCAPE PLAN



Project Info.

| | |
|-------------|------------------------|
| Engineer: | NATHAN PETERSON |
| Drafter: | N. PETERSON |
| Begin Date: | February, 2023 |
| Name: | Taylor West Weber Park |
| Number: | 6298-25 |



PLANT TABLE

| Quantity | Symbol | Scientific Name | Common Name | Size |
|----------|--------|-----------------------------------|-----------------------------|-----------|
| 12 | | Acer campestre 'Queen Elizabeth' | Queen Elizabeth Maple | 2" cal. |
| 6 | | Acer platanoides 'Crimson Sentry' | Crimson Sentry Norway Maple | 2" cal. |
| 16 | | Celtis occidentalis | Common Hackberry | 2" cal. |
| 19 | | Gleditsia triacanthos 'Imperial' | Imperial Honey Locust | 2" cal. |
| 6 | | Juniperus scopularum 'Skyrocket' | Sky Rocket Juniper | 6" Ht |
| 8 | | Pinus nigra | Austrian Pine | 6" Ht |
| 7 | | Syringa reticulata 'Ivory Silk' | Ivory Silk Lilac Tree | 1.5" cal. |
| 10 | | Tilia cordata 'Greenspire' | Greenspire Linden | 2" cal. |
| 6 | | Zelkova serrata 'Village Green' | Village Green Zelkova | 2" cal. |

| Quantity | Symbol | Scientific Name | Common Name | Size |
|----------|--------|------------------------------|----------------------------|--------|
| 43 | | Eucynimus alatas 'Compacta' | Dwarf Burning Bush | 5 gal. |
| 27 | | Juniperus 'Buffalo' | Buffalo Juniper | 5 gal. |
| 42 | | Juniperus communis 'Maneup' | Alpine Carpet Juniper | 5 gal. |
| 48 | | Pinus mugo 'Slowmound' | Slowmound Mugo Pine | 5 gal. |
| 12 | | Rhus trilobata | Oakbrush Sumac | 5 gal. |
| 6 | | Ribes alpinum 'Green Mound' | Green Mound Alpine Currant | 5 gal. |
| 9 | | Rhus aromatica 'Gro-Low' | Gro-Low Sumac | 5 gal. |
| 21 | | Rosa sp. 'Fuchsia Meiland' | Fuchsia Meiland Rose | 5 gal. |
| 6 | | Rosa sp. 'Blushing Knockout' | Blushing Knockout Rose | 5 gal. |
| 75 | | Spiraea bumalda 'Gold Mound' | Gold Mound Spirea | 5 gal. |

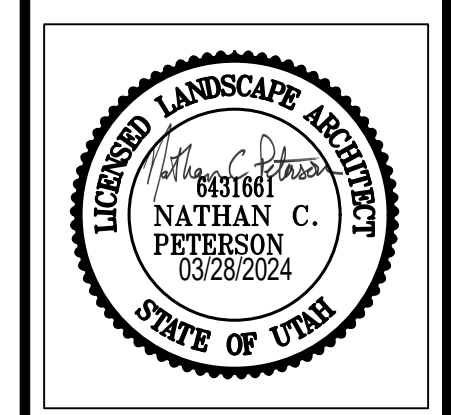
| Symbol | Description | Type |
|--------|---|-------------------------|
| | Athletic Seed Mix - Hydroseed - 70% Perennial Ryegrass, 20% Turf Type Tall Fescue, 10% Kentucky Bluegrass - 5 lbs. per 1,000 Sq. Ft. Seeding Rate. | Hydroseed |
| | Wood Mulch - Medium Chunk - Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery. | 1" Diameter 3" Depth |
| | Rock Mulch - Gray Crushed Cobble Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery. | 3" Diameter 3" Depth |
| | Playground Wood Chips - Certified By the International Play Equipment Manufacturers Association - Depth Per Play Equipment Manufacturer - 8" Minimum Depth | 12" Depth |
| | Concrete Mow Strip | 6"x6" |
| | Picnic Table Belson Outdoors - Park Chief Picnic Tables - Aluminum PC-8AA | 8' Length |
| | Bike Rack - In-Ground Mount On Concrete Pad Belson Outdoors - Hi Roller Bike Rack - HI4H-IG-EPX - LIGHT GREY COLOR | |
| | Bench Belson Outdoors - Lexington Collection Park Bench - 954-S6 | 6' Length |

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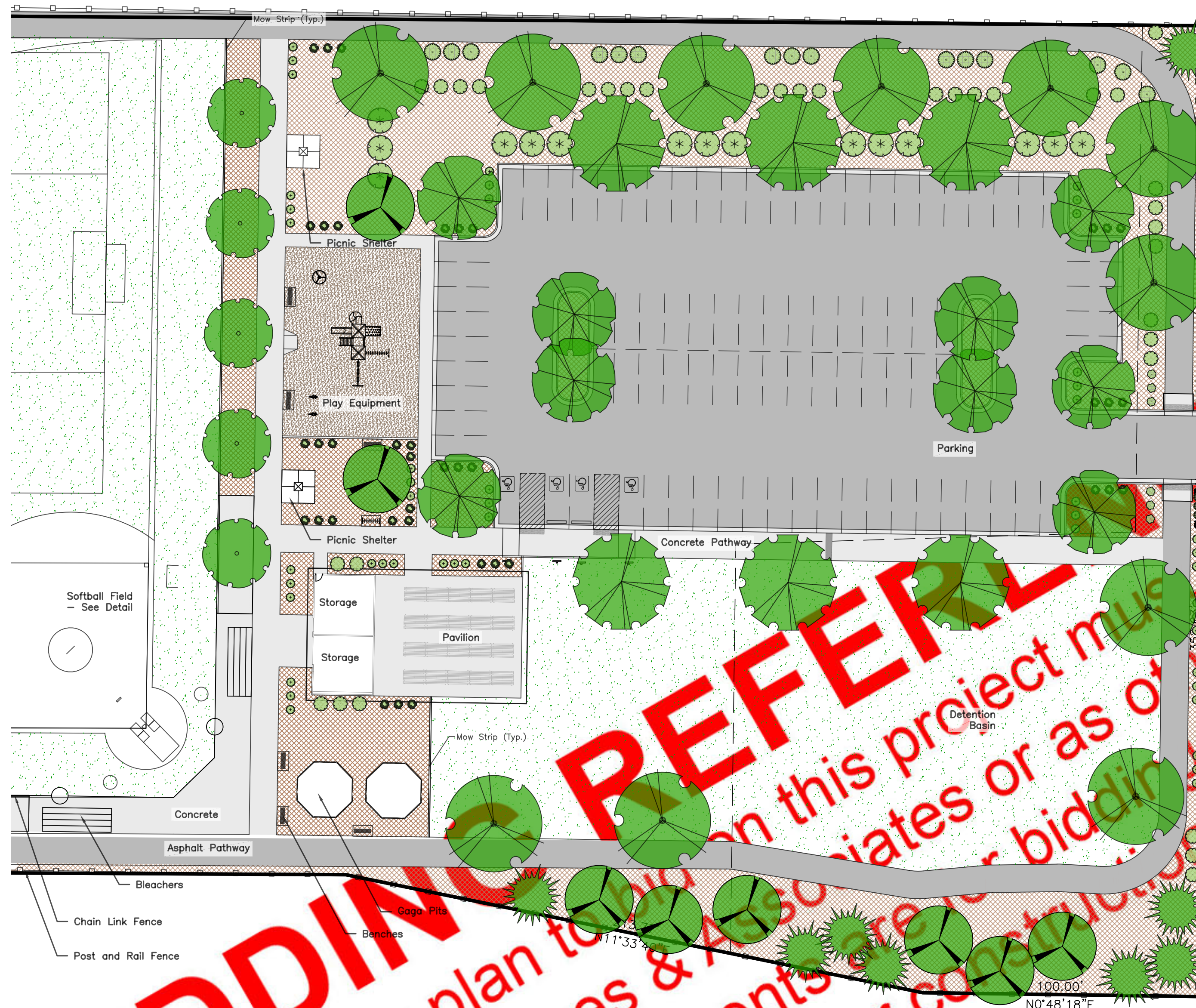
| REVISIONS | DESCRIPTION |
|-----------|-------------|
| DATE | |

Taylor West Weber Park
 1800 South
 Weber County, Utah
LANDSCAPE PLAN



Project Info.

Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25



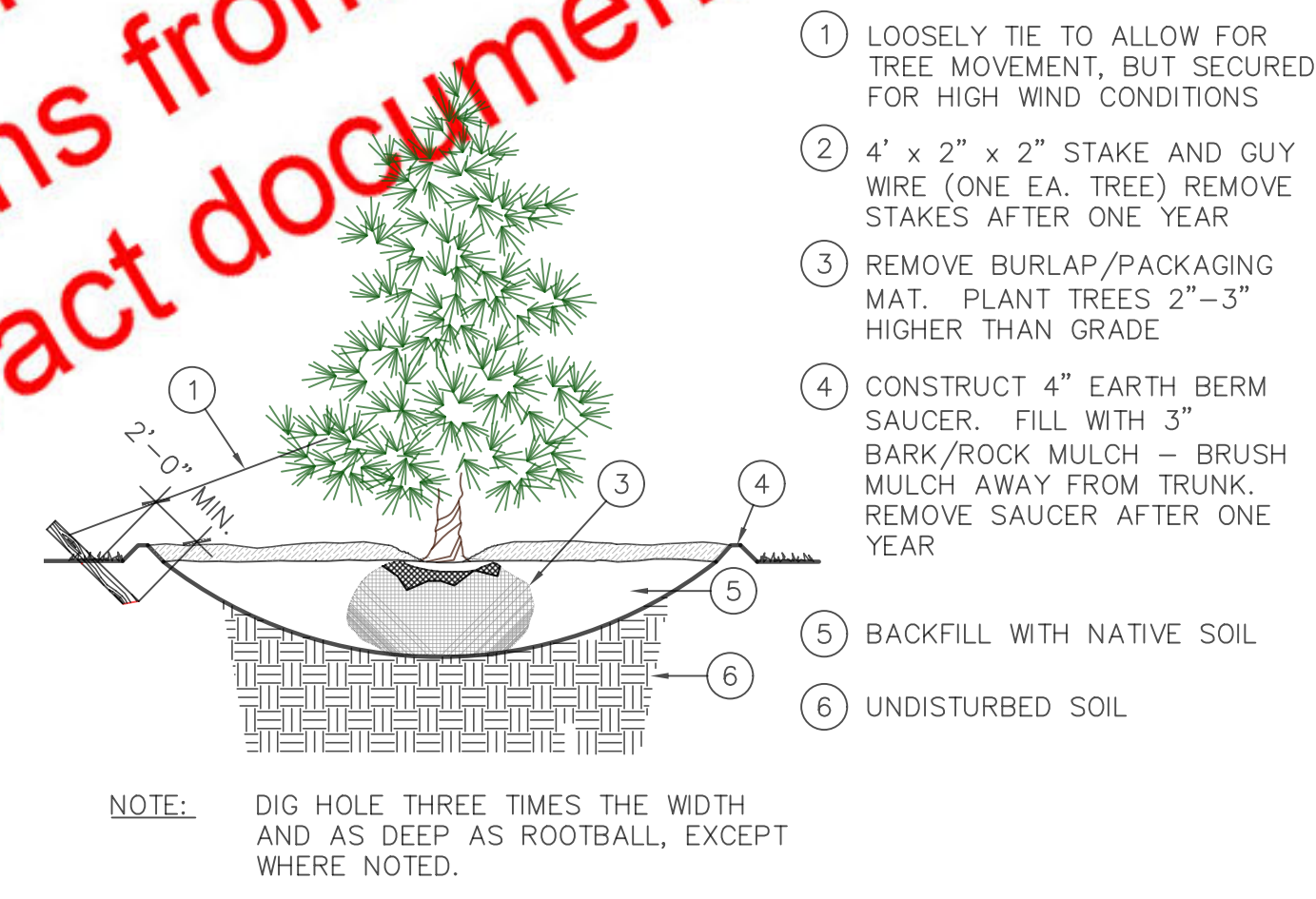
PLANT TABLE

| TREES | | | | |
|----------|----------|-----------------------------------|-----------------------------|-----------|
| Quantity | Symbol | Scientific Name | Common Name | Size |
| 12 | [Symbol] | Acer campestre 'Queen Elizabeth' | Queen Elizabeth Maple | 2" cal. |
| 6 | [Symbol] | Acer platanoides 'Crimson Sentry' | Crimson Sentry Norway Maple | 2" cal. |
| 16 | [Symbol] | Celtis occidentalis | Common Hackberry | 2" cal. |
| 19 | [Symbol] | Gleditsia triacanthos 'Imperial' | Imperial Honey Locust | 2" cal. |
| 6 | [Symbol] | Juniperus scopulorum 'Skyrocket' | Sky Rocket Juniper | 6' Ht |
| 8 | [Symbol] | Pinus nigra | Austrian Pine | 6' Ht |
| 7 | [Symbol] | Syringa reticulata 'Ivory Silk' | Ivory Silk Lilac Tree | 1.5" cal. |
| 10 | [Symbol] | Tilia cordata 'Greenspire' | Greenspire Linden | 2" cal. |
| 6 | [Symbol] | Zelkova serrata 'Village Green' | Village Green Zelkova | 2" cal. |

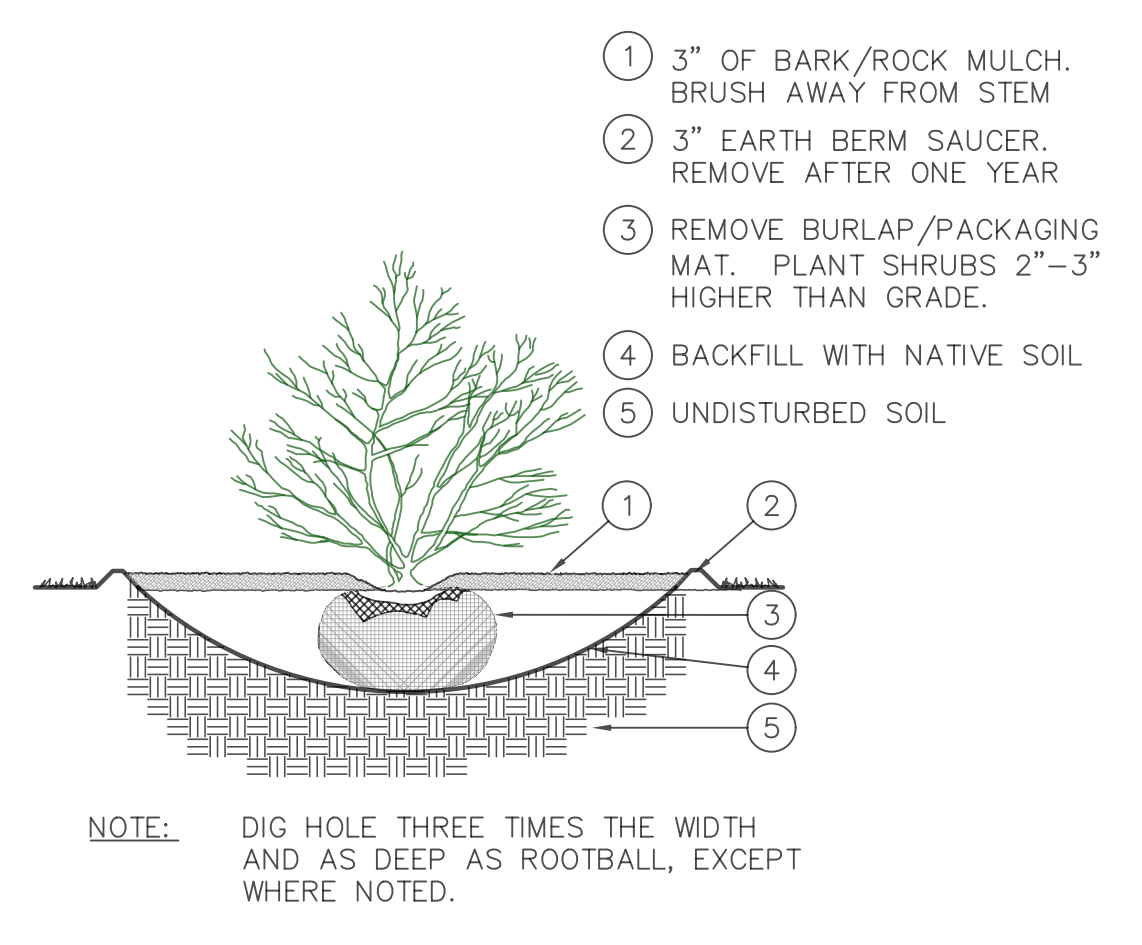
| SHRUBS | | | | |
|----------|----------|------------------------------|----------------------------|--------|
| Quantity | Symbol | Scientific Name | Common Name | Size |
| 43 | [Symbol] | Euonymus alatus 'Compacta' | Dwarf Burning Bush | 5 gal. |
| 27 | [Symbol] | Juniperus 'Buffalo' | Buffalo Juniper | 5 gal. |
| 42 | [Symbol] | Juniperus communis 'Mandap' | Alpine Carpet Juniper | 5 gal. |
| 48 | [Symbol] | Pinus mugo 'Slowmound' | Slowmound Mugo Pine | 5 gal. |
| 12 | [Symbol] | Rhus trilobata | Oakbrush Sumac | 5 gal. |
| 6 | [Symbol] | Ribes alpinum 'Green Mound' | Green Mound Alpine Currant | 5 gal. |
| 9 | [Symbol] | Rhus aromatica 'Pro-Low' | Pro-Low Sumac | 5 gal. |
| 21 | [Symbol] | Rosa sp. 'Fuchsia Meidiland' | Fuchsia Meidiland Rose | 5 gal. |
| 6 | [Symbol] | Rosa sp. 'Blushing Knockout' | Blushing Knockout Rose | 5 gal. |
| 5 | [Symbol] | Spiraea bumalda 'Gold Mound' | Gold Mound Spirea | 5 gal. |

| OTHER | | |
|----------|---|-------------------------|
| Symbol | Description | Type |
| [Symbol] | Athlete Seed Mix - Hydroseed - 70% Perennial Ryegrass, 20% Turf Type Tall Fescue, 10% Kentucky Bluegrass - 5 lbs. per 1,000 Sq. Ft. Seeding Rate. | Hydroseed |
| [Symbol] | Wood Mulch - Medium Chunk - Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery. | 1" Diameter 3" Depth |
| [Symbol] | Rock Mulch - Gray Crushed Cobble Place mulch over 5 ounce Professional weed barrier cloth in all planting beds. Contractor to provide samples to owner for approval prior to delivery. | 3" Diameter 3" Depth |
| [Symbol] | Playground Wood Chips - Certified By the International Play Equipment Manufacturers Association - Depth Per Play Equipment Manufacturer - 8" Minimum Depth | 12" Depth |
| [Symbol] | Concrete Mow Strip | 6"x6" |
| [Symbol] | Picnic Table Belson Outdoors - Park Chief Picnic Tables - Aluminum PC-8AA | 8' Length |
| [Symbol] | Bike Rack - In-Ground Mount on Concrete Pad Belson Outdoors - Hi Roller Bike Rack - HI4H-IG-EPX - LIGHT GREY COLOR | |
| [Symbol] | Bench Belson Outdoors - Lexington Collection Park Bench - 954-S6 | 6' Length |

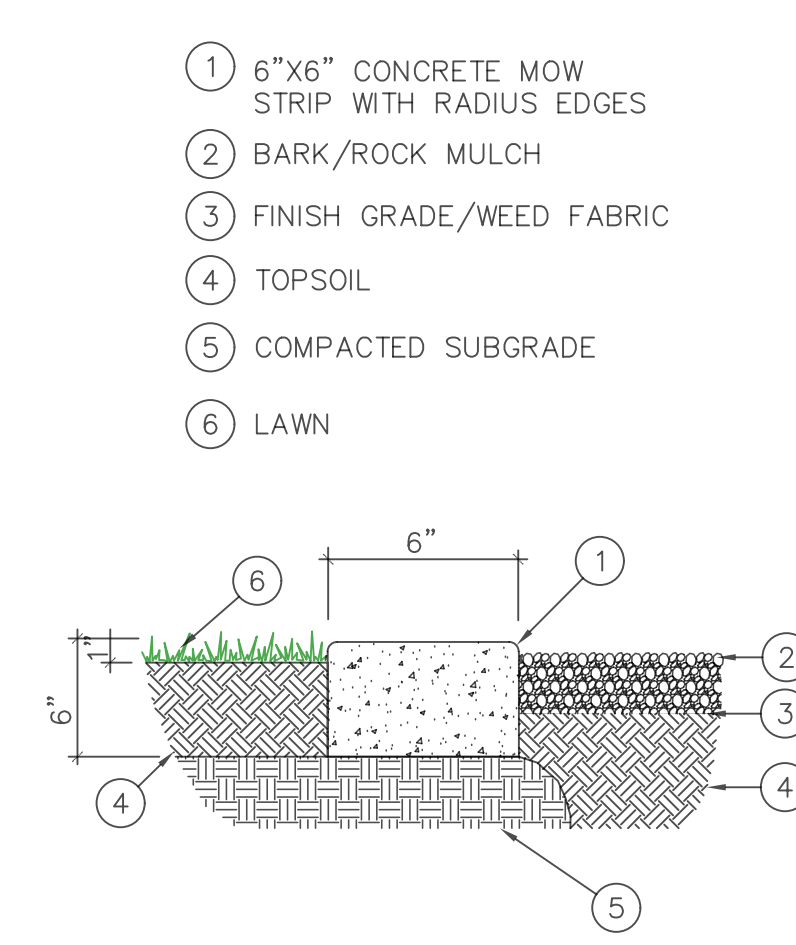
FOR BIDDING
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CONIFEROUS TREE PLANTING
NTS



SHRUB PLANTING
NTS



CONCRETE MOW STRIP
NTS

PLANTING NOTES

- This planting plan is diagrammatic and plant locations are approximate. Contractor shall do his quantity takeoffs for all materials.
- Field survey, stake, and string the layout and locations of site construction features for approval before actual construction. The layout shall conform to the exact location and grades of the intended work to be done.
- Coordinate all aspects of the planting plans with the irrigation system and call the attention of the owners representative to any conflict in placement of plants in relation to sprinkler heads, lines and valves at the time the landscape installation phase takes place.
- Finish grade of soil in lawn areas shall be 2" below pads, walks, paving, headers and curbs to accommodate sod. Grades in areas when seeded shall be 1" lower than adjacent edge.
- Native topsoil shall be stockpiled and stored on site whenever possible for use in landscape areas.
- All planting areas shall receive a minimum 2" depth of organic compost. Compost shall be evenly incorporated into the top 6" of soil.
- Imported topsoil, when required, shall come from a reputable source, have a loam consistency and be free of weeds and debris.
- Face each shrub to give the most pleasing look as seen from a line perpendicular to the wall or walk to/from which it is viewed.
- Edging or Curbing shall be installed as shown on the plan to separate grass from shrub beds.
- Shrub beds shall drain properly to prevent standing water from occurring. Call improperly draining planters or planting beds to the attention of the owners representative before planting. Provide positive drainage away from all structures and walls. Slope landscape areas 2% minimum.
- Place mulch in all shrub beds and perennial areas. See schedule for depth and type. Do not crowd out small perennial plants with excessive mulch.
- Provide a 3" minimum diameter circle "tree ring" around trees that are placed within lawn areas. Place a 3" min. depth of mulch. Use shredded bark mulch or match mulch being used for shrub beds.
- The contractor shall maintain all work until work is complete and accepted by the Owner. The contractor shall maintain and guarantee all work for a period of THIRTY DAYS from the date of final acceptance by the Owner. Maintenance shall include mowing, weeding, fertilizing and irrigating.

Reeve & Associates, Inc.
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 TEL: (801) 621-3100 www.reeve.co

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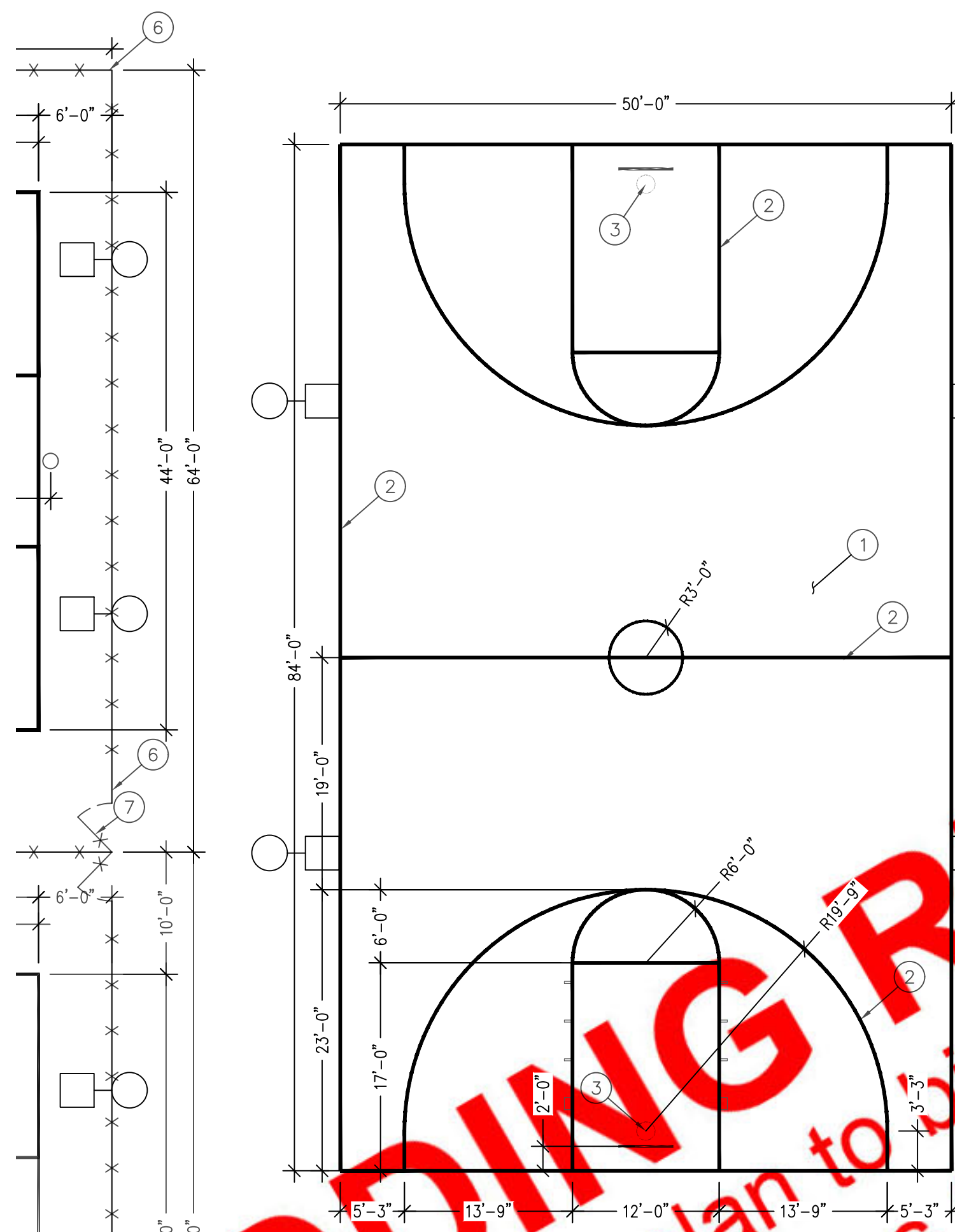
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Taylor West Weber Park
 1800 South
 Weber County, Utah

LANDSCAPE PLAN

LICENSED LANDSCAPE ARCHITECT
 843168
 NATHAN C. PETERSON
 03/28/2024
 STATE OF UTAH

Project Info.
 Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25



- 1 CONCRETE - 4" THICK WITH #4 REBAR 18" OC EW, FIBER REINFORCED WITH THICKENED EDGE
- 2 TEXTURED LINE PAINT - WHITE, 2" WIDTH
- 3 ADJUSTABLE BASKETBALL HOOP - DOUGLAS D-PRO 646 MAX SYSTEM
- 4 BASKETBALL LIGHTING - COORDINATE WITH MUSCO LIGHTING



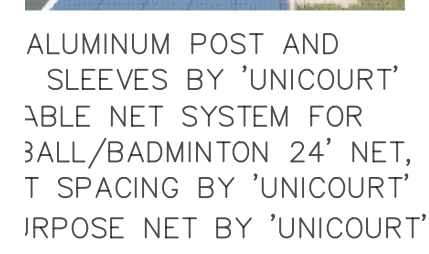
BASKETBALL COURT
NTS

BASKETBALL HOOP
NTS



- 1 20' DIAMETER GAGA BALL PIT. HEAVY DUTY HDPE TIMBERS (2BY2 INDUSTRIES)
- 2 ACCESS POINT
- 3 INFIELD MATERIAL - TOMSICSOIL.COM 3" DEPTH 60% SAND 40% SILTY CLAY

HIGH WALL GAGA BALL PIT
NTS

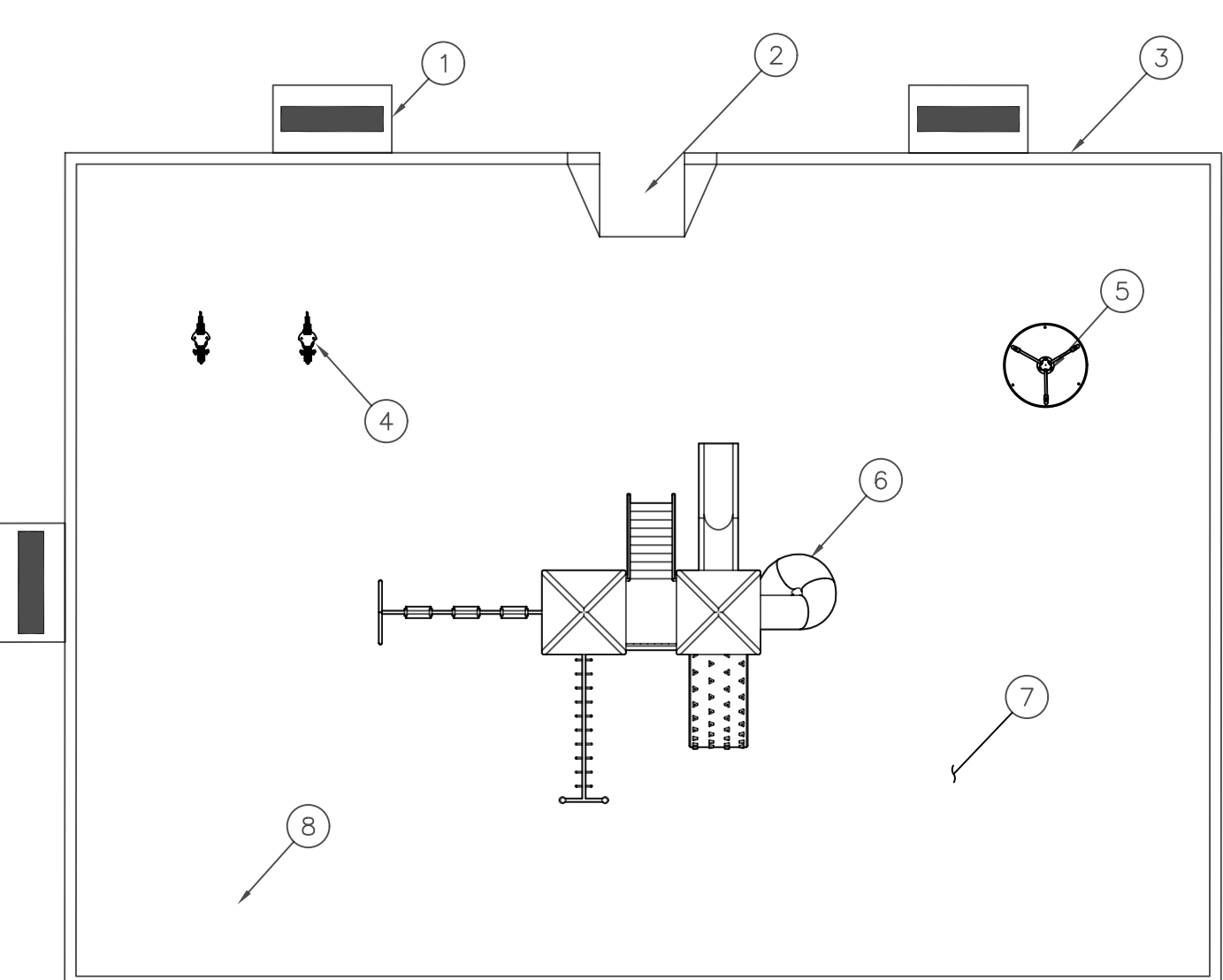


ADJUSTABLE NET
NTS



- 1 Bench With 4" Thick Concrete Pad
- 2 ADA Ramp - See Civil
- 3 8"Wx18"H Concrete Border
- 4 Spinner - Per Owner
- 5 Merry Go Round - Per Owner
- 6 Early Child Play Structure - Per Owner
- 7 Rope Climber - Per Owner
- 8 Older Child Play Structure - Per Owner
- 9 Certified Playground Wood Chips - 12" Depth
- 10 Drainage - See Civil Plan

NORTH PLAYGROUND
NTS



- 1 Bench With 4" Thick Concrete Pad
- 2 ADA Ramp See Civil
- 3 8"Wx18"H Concrete Border
- 4 Spring Rider - Per Owner
- 5 Merry Go Round - Per Owner
- 6 Early Child Play Structure - Per Owner
- 7 Certified Playground Wood Chips - 12" Depth
- 8 Drainage - See Civil Plan

SOUTH PLAYGROUND
NTS

FOR BIDDING REFERENCE ONLY

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| REVISIONS | DESCRIPTION |
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Taylor West Weber Park
 1800 South
 Weber County, Utah

DETAILS



Project Info.

Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25

nk Fence
 n Players Bench
 MB-S 24' Length
 k Rest
 nk Fence - 6'



Base - Douglas 36526 Impact Bases, Set of 3
 Home Plate - Douglas 36540H Hollywood MLB Bury-All Home Plate

BASES

NTS

or
 :10'5"Lx7'W



- 1 "SPORTAFLEX" TEMPORARY OUTFIELD FENCE
- 2 MODULAR PORTABLE PANELS
- 3 TIGHT MESH STYLE
- 4 GRASS STYLE ANCHOR

TEMPORARY HOME RUN FENCE

NTS



Aluminum Bleacher - Jaypro Sports BLCH-427
 4 ROW 27' Length

BLEACHERS

NTS



https://www.sportsplayinc.com/
 Prefabricated Softball Backstop
 Playground equipmentpros.com
 Sportsplay 551-421 20'x10'
 Model Number Spl-551-421

BACKSTOP

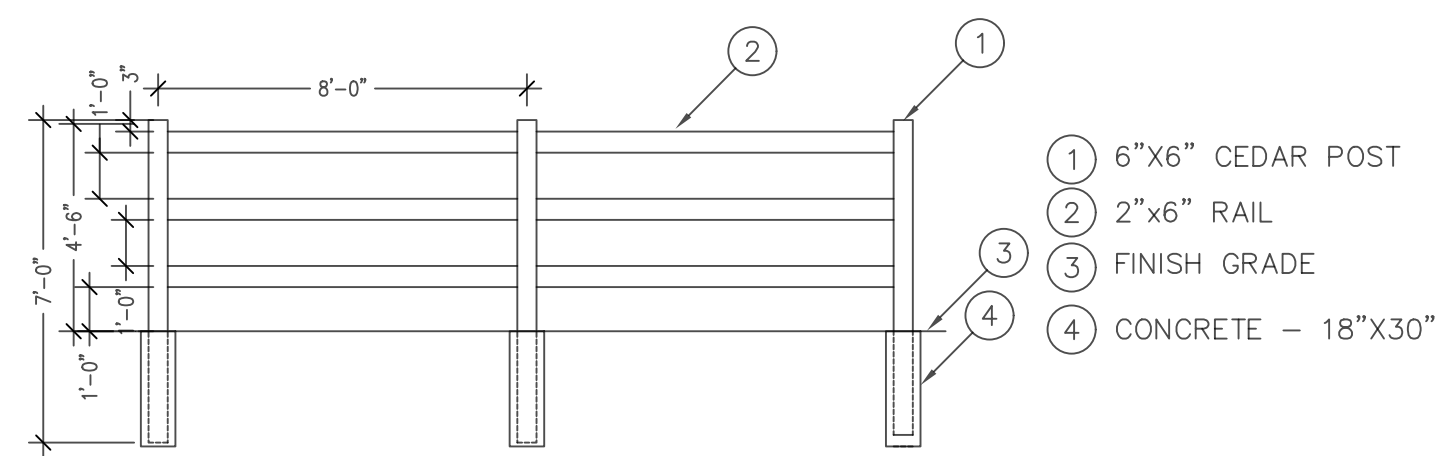
NTS



GATED S310721
 Soccer Club
 Tournament Soccer
 Goal 7'x21',
 Portable

SOCCER GOAL

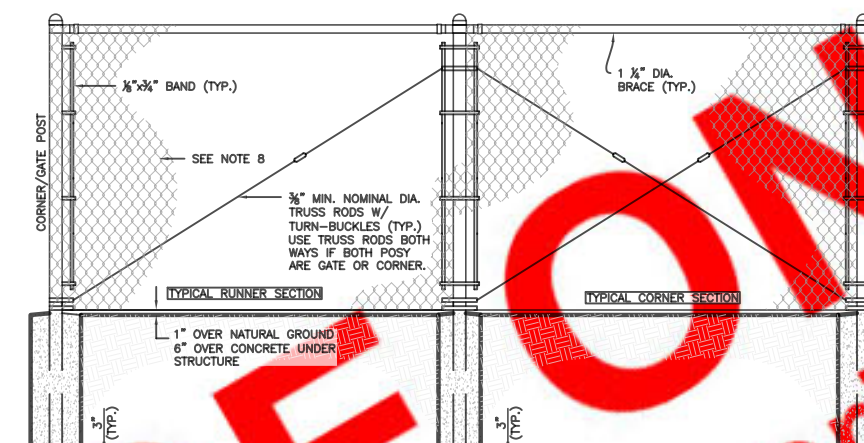
NTS



POST AND RAIL FENCE

NTS

- 1 6"x6" CEDAR POST
- 2 2"x6" RAIL
- 3 FINISH GRADE
- 4 CONCRETE - 18"x30"



CHAIN LINK FENCE

NTS

NOTE: THE TYPE OF TOP SUPPORT IS SPECIFIED IN BEARING SCHEDULE, TYPES I AND II
 1. ALL RAILS SHALL BE 2" X 6" UNLESS OTHERWISE SPECIFIED.
 2. BARS SHALL BE USED ONLY WHEN DESIGNATED ON PLANS OR IN THE SPECIFICATIONS.
 3. ALL CHAIN LINK FENCING SHALL BE CONFORM TO ASTM A643 HOT DIP GALVANIZED STEEL.
 4. ALL CHAIN LINK FENCING SHALL BE 42" HIGH.
 5. ALL CHAIN LINK FENCING SHALL BE 1 1/2" GAUGE.
 6. ALL CHAIN LINK FENCING SHALL BE COVERED BY EQUAL SPACING FOR EACH SECTION WITH A 1/2" OVERLAP.
 7. ALL CHAIN LINK FENCING SHALL BE 1/2" OVERLAP.
 8. ALL CHAIN LINK FENCING SHALL BE 1/2" OVERLAP.
 9. ALL CHAIN LINK FENCING SHALL BE 1/2" OVERLAP.
 10. ALL CHAIN LINK FENCING SHALL BE 1/2" OVERLAP.
 11. ALL CHAIN LINK FENCING SHALL BE 1/2" OVERLAP.
 12. ALL CHAIN LINK FENCING SHALL BE 1/2" OVERLAP.



- 1 Aluminum Bleacher - See Detail
- 2 Dugout - See Detail
- 3 Chain Link Fence - 6' Height - See Detail
- 4 On-Deck Circle
- 5 Batter's Box
- 6 Home Plate
- 7 Batter's Mound - See Detail
- 8 Bases - See Detail
- 9 Infield Material - Topsoil.com 3" Depth
 60% Sand 40% Silty Clay
- 10 Baseline - Painted/Chalked Striping
- 11 Outfield - Athletic Seed Mix
- 12 Home Run Fence - Temporary Fence - See Detail
- 13 Backstop - See Detail
- 14 Concrete - See Civil
- 15 Infield - Athletic Seed Mix
- 16 Softball Field Lighting - Coordinate with Musco Lighting

SOCCER FIELD

NTS

SOCCER FIELD

NTS

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| REVISIONS | DESCRIPTION |
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Taylor West Weber Park
 1800 South
 Weber County, Utah

DETAILS

Project Info.
 Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
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PICNIC SHELTER
NTS

① GABLE ROOF
② METAL ROOF
③ WEATHER VAIN
④ CUPOLA
⑤ POST AND FOOTING
⑥ CONCRETE PAD

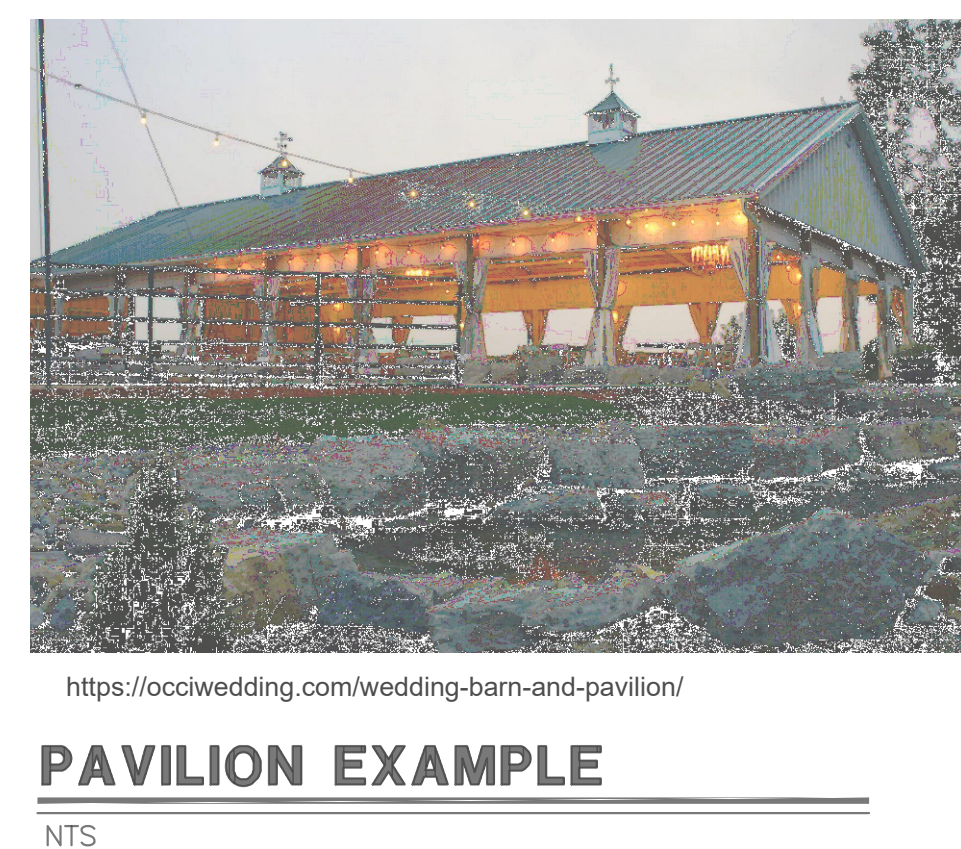
<https://www.lowes.com/pd/allen-roth-Wood-Looking-Hand-Paint-Metal-Square-Smit-Cazero>

SOUTH PAVILION/STORAGE
NTS

① PAVILION ROOF
② ENCLOSED AREA - BLOCK WALL
④ OFFICE AREA
⑤ EQUIPMENT AREA
⑥ OPEN PAVILION AREA
⑦ PICNIC TABLES

NORTH PAVILION AND RESTROOM
NTS

① PAVILION ROOF
② ENCLOSED AREA - BLOCK WALL
③ RESTROOMS
④ OFFICE AREA
⑤ EQUIPMENT AREA
⑥ OPEN PAVILION AREA
⑦ PICNIC TABLES



| REVISIONS | DESCRIPTION |
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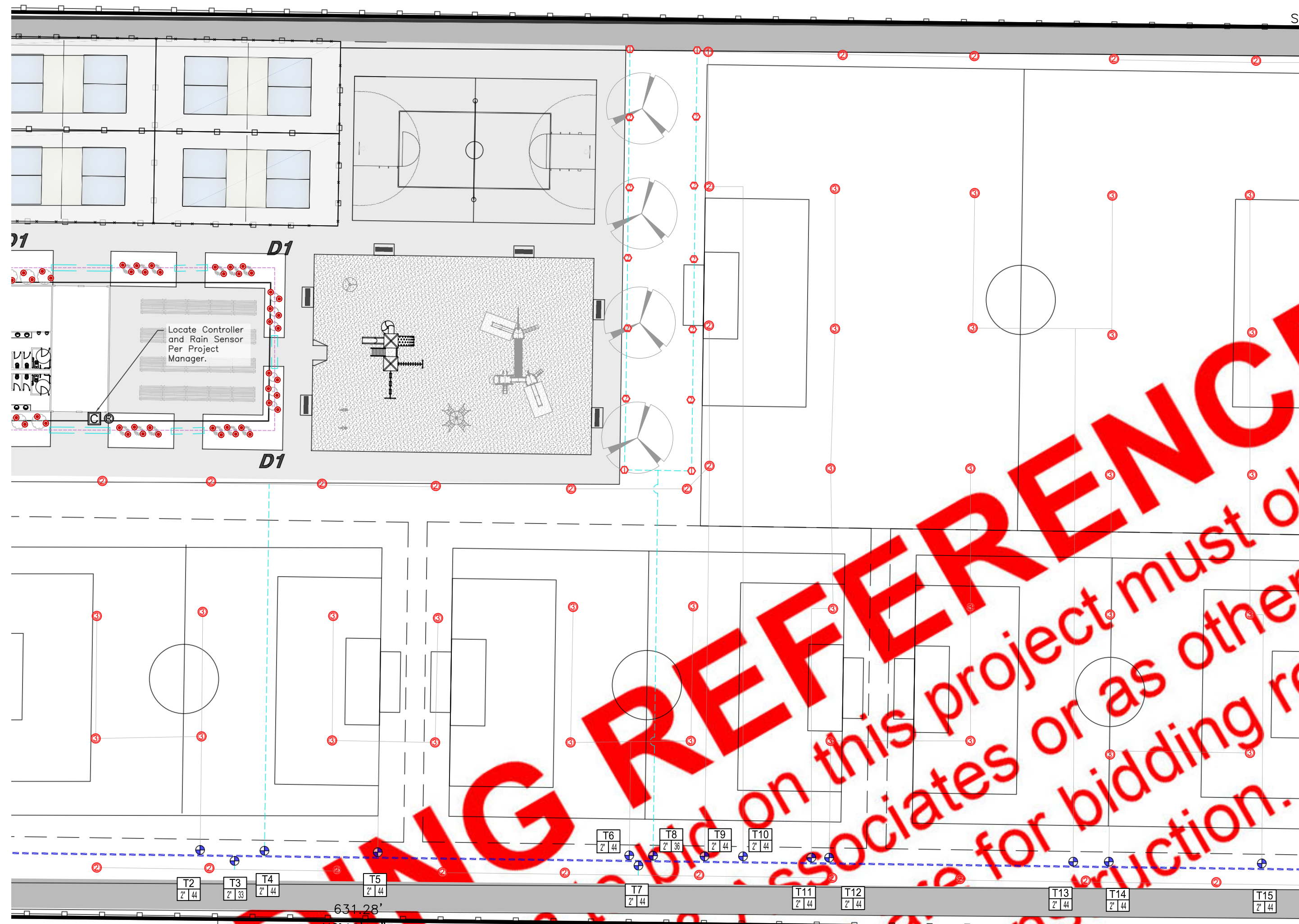
Taylor West Weber Park
1800 South
Weber County, Utah

DETAILS



Project Info.

Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25



IRRIGATION SCHEDULE

| RADIUS | SYMBOL | PSI | MANUFACT. | CATALOG # | DESCRIPTION |
|--------|--------|-----|-----------|--------------|-------------------------------|
| 5' | | 30 | RAINBIRD | 1804-SAM-PRS | HEAD; NOZZLE SPRAY; 5' MPR |
| 8' | | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 8' MPR |
| 10' | | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 10' MPR |
| 12' | | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 12' MPR |
| 15' | | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 15' MPR |

| ROTOR 5000 | QU. | HALF FULL | MANUFACT. | CATALOG # | DESCRIPTION |
|------------|-----|-----------|-----------|-------------|-------------|
| 27'-35' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #1.5 |
| 28'-37' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #2.0 |
| 28'-37' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #2.5 |
| 30'-40' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #3.0 |
| 32'-42' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #4.0 |
| 34'-45' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #5.0 |
| 35'-46' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #6.0 |
| 36'-47' | 45 | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #8.0 |

| ROTOR 8005 | QU. | HALF FULL | MANUFACT. | CATALOG # | DESCRIPTION |
|------------|-----|-----------|-----------|-------------|-------------|
| 28'-39' | 50 | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #10 |
| 37'-49' | 50 | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #12 |
| 40'-52' | 50 | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #8 |
| 43'-57' | 50 | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #10 |
| 43'-57' | 50 | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #12 |

| EQUIP. | SYMBOL | MANUFACT. | CATALOG # | DESCRIPTION |
|--------|--------|-----------|------------------|-----------------------------------|
| | | MATCO | SV-X00 | SHUT OFF VALVE - SIZE PER PIPE |
| | | AMIA | 1-1501-1151-1030 | 1 1/2" SCREEN FILTER 300 MICRON |
| | | RAINBIRD | MODEL 44LRC | 1" QUICK COUPLING VALVE |
| | | FORD | B111-333-NL 3/4" | MANUAL DRAIN VALVE ASSEMBLY |
| | | RAINBIRD | ESP LXME | 120 VAC-INDOOR/OUTDOOR CONTROLLER |
| | | RAINBIRD | WR2-RC | WIRELESS RAIN SENSOR |
| | | RAINBIRD | XCZ-100-PRB-COM | DRIP REMOTE CONTROL VALVE |
| | | RAINBIRD | PEB SERIES | REMOTE CONTROL VALVE |

| PIPE | SYMBOL | CATALOG # | DESCRIPTION |
|------|--------|-----------|------------------|
| | | SCH. 40 | PVC MAIN LINE |
| | | SCH. 40 | PVC LATERAL LINE |
| | | SCH. 40 | PVC SLEEVE |

| DRIP | SYMBOL | MANUFACT. | CATALOG # | DESCRIPTION |
|------|--------|-----------|------------|--|
| | | RAINBIRD | XB-T-20-PC | XERIBUG DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER PER 1 GALLON PLANT 2 EMITTERS PER 5 GALLON PLANT 4 EMITTERS PER TREE (OUTSIDE TURF AREAS) |
| | | PVC/POLY | | DRIP LATERAL LINE 1/2"-3/4" LATERAL SUPPLY LINE |

LABELS

| | | | |
|--|--------------------|--|--------------------|
| | TURF VALVE NUMBER | | DRIP VALVE NUMBER |
| | GALLONS PER MINUTE | | GALLONS PER MINUTE |
| | VALVE SIZE | | VALVE SIZE |

D1 DRIP IRRIGATION ZONE NUMBER

FOR BIDDING REFERENCE ONLY
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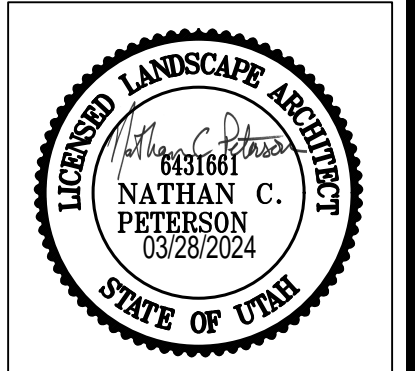
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REVISIONS

| DATE | DESCRIPTION |
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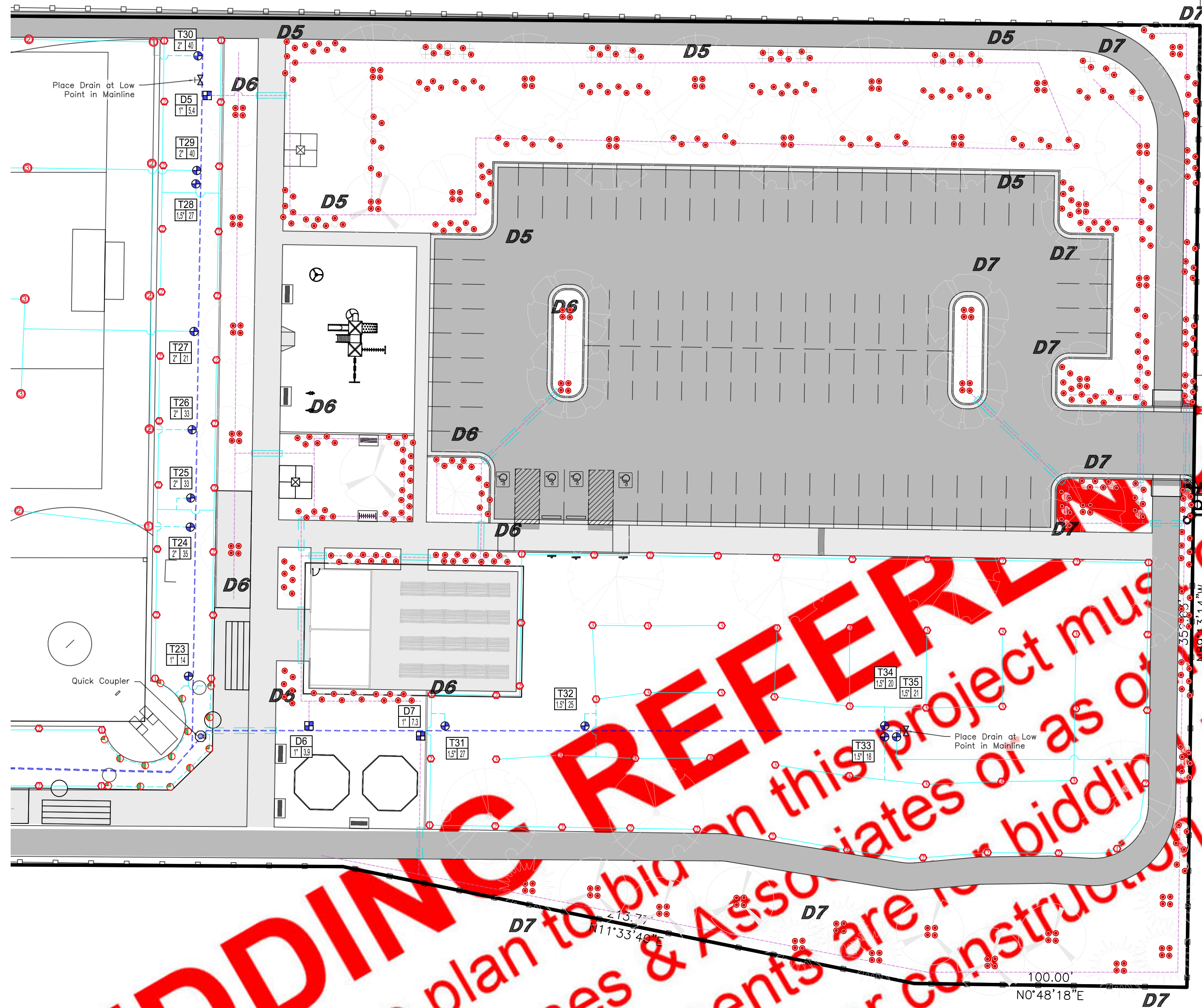
Taylor West Weber Park
 1800 South
 Weber County, Utah

IRRIGATION PLAN



Project Info.

Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25



IRRIGATION SCHEDULE

| RADIUS | SYMBOL | PSI | MANUFACT. | CATALOG # | DESCRIPTION |
|--------|----------|-----|-----------|--------------|----------------|
| SPRAY | | | | | HEAD; NOZZLE |
| 5' | [Symbol] | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 5' MPR |
| 8' | [Symbol] | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 8' MPR |
| 10' | [Symbol] | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 10' MPR |
| 12' | [Symbol] | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 12' MPR |
| 15' | [Symbol] | 30 | RAINBIRD | 1804-SAM-PRS | SPRAY; 15' MPR |

| ROTOR 5000 | QU. HALF FULL | PSI | MANUFACT. | CATALOG # | DESCRIPTION |
|------------|---------------|-----|-----------|-------------|-------------|
| 27'-35' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #1.5 |
| 28'-37' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #2.0 |
| 28'-37' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #2.5 |
| 30'-40' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #3.0 |
| 32'-42' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #4.0 |
| 34'-45' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #5.0 |
| 36'-47' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #6.0 |
| 36'-47' | [Symbol] | 45 | RAINBIRD | 5004-PC-SAM | ROTOR; #8.0 |

| ROTOR 8005 | QU. HALF FULL | PSI | MANUFACT. | CATALOG # | DESCRIPTION |
|------------|---------------|-----|-----------|-------------|-------------|
| 29'-33' | [Symbol] | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #7 |
| 34'-40' | [Symbol] | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #8 |
| 37'-49' | [Symbol] | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #9 |
| 40'-53' | [Symbol] | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #10 |
| 43'-57' | [Symbol] | 50 | RAINBIRD | 5004-PC-SAM | ROTOR; #12 |

| EQUIP. | SYMBOL | MANUFACT. | CATALOG # | DESCRIPTION |
|----------|--------|-----------|------------------|-----------------------------------|
| [Symbol] | | MATCO | 6V-100 | SHUT OFF VALVE - SIZE PER PIPE |
| [Symbol] | | AMAD | 1-500-1151-1030 | 1 1/2" SCREEN FILTER 300 MICRON |
| [Symbol] | | RAINBIRD | MODEL 44LRC | 1" QUICK COUPLING VALVE |
| [Symbol] | | RAINBIRD | B111-333-NL 3/4" | MANUAL DRAIN VALVE ASSEMBLY |
| [Symbol] | | RAINBIRD | ESP LXME | 120 VAC-INDOOR/OUTDOOR CONTROLLER |
| [Symbol] | | RAINBIRD | WR2-RC | WIRELESS RAIN SENSOR |
| [Symbol] | | RAINBIRD | XCZ-100-PRB-COM | DRIP REMOTE CONTROL VALVE |
| [Symbol] | | RAINBIRD | PEB SERIES | REMOTE CONTROL VALVE |

| PIPE | SYMBOL | SCH. | MANUFACT. | CATALOG # | DESCRIPTION |
|----------|--------|---------|-----------|-----------|--|
| [Symbol] | | SCH. 40 | | | PVC MAIN LINE PRESSURIZED IRRIGATION MAIN LINE |
| [Symbol] | | SCH. 40 | | | PVC LATERAL LINE IRRIGATION LINE; SIZE AS FOLLOWS: 3/4" (0-8 gpm), 1" (8-12 gpm), 1 1/4" (12-22 gpm), 1 1/2" (22-30 gpm), 2" (30-50 gpm) |
| [Symbol] | | SCH. 40 | | | PVC SLEEVE 2 X DIA. - USE UNDER PAVEMENT |

| DRIP | SYMBOL | MANUFACT. | CATALOG # | DESCRIPTION |
|----------|--------|-----------|------------|--|
| [Symbol] | | RAINBIRD | XB-T-20-PC | XERIBUG DRIP EMITTERS, 2 GAL/HOUR 1 EMITTER PER 1 GALLON PLANT 2 EMITTERS PER 5 GALLON PLANT 4 EMITTERS PER TREE (OUTSIDE TURF AREAS) |
| [Symbol] | | PVC/POLY | | DRIP LATERAL LINE 1/2"-3/4" LATERAL SUPPLY LINE |

LABELS

| | | | |
|------------|--------------------|----------|--------------------|
| [T1 15 21] | TURF VALVE NUMBER | [D1 1 5] | DRIP VALVE NUMBER |
| [Symbol] | GALLONS PER MINUTE | [Symbol] | GALLONS PER MINUTE |
| [Symbol] | VALVE SIZE | [Symbol] | VALVE SIZE |

D1 DRIP IRRIGATION ZONE NUMBER

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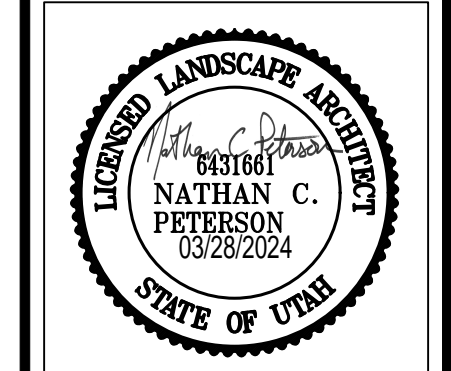
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| REVISIONS | DESCRIPTION |
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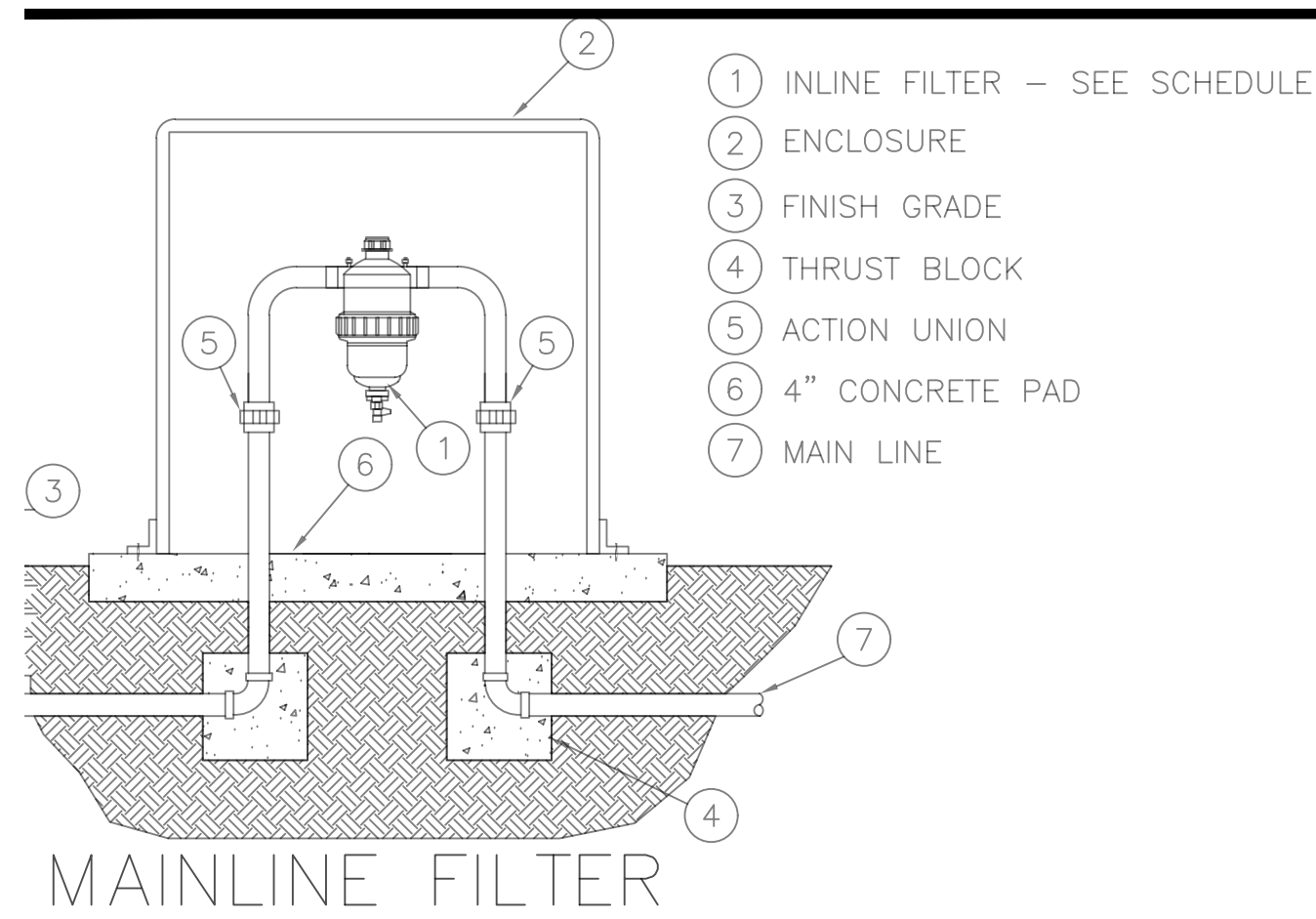
Taylor West Weber Park
1800 South
 Weber County, Utah

IRRIGATION PLAN



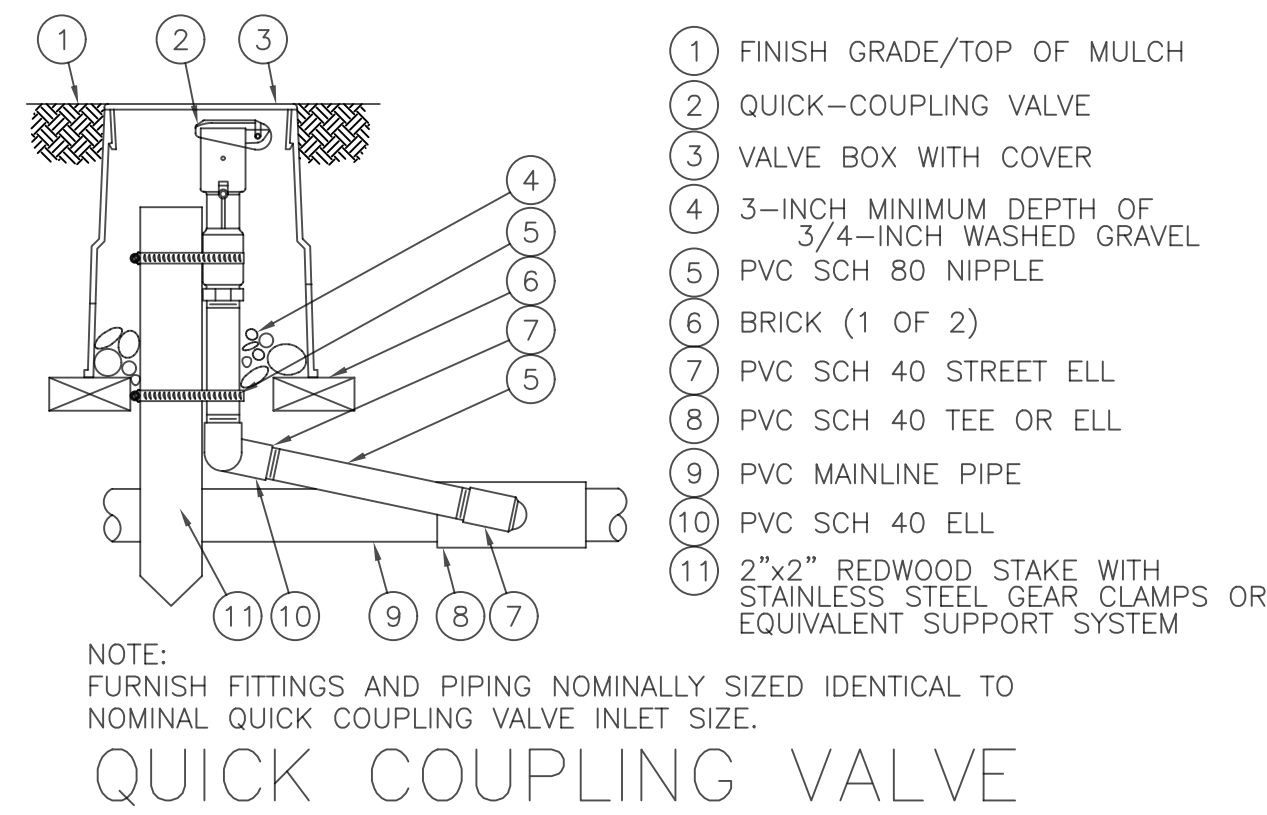
Project Info.

Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
 Number: 6298-25



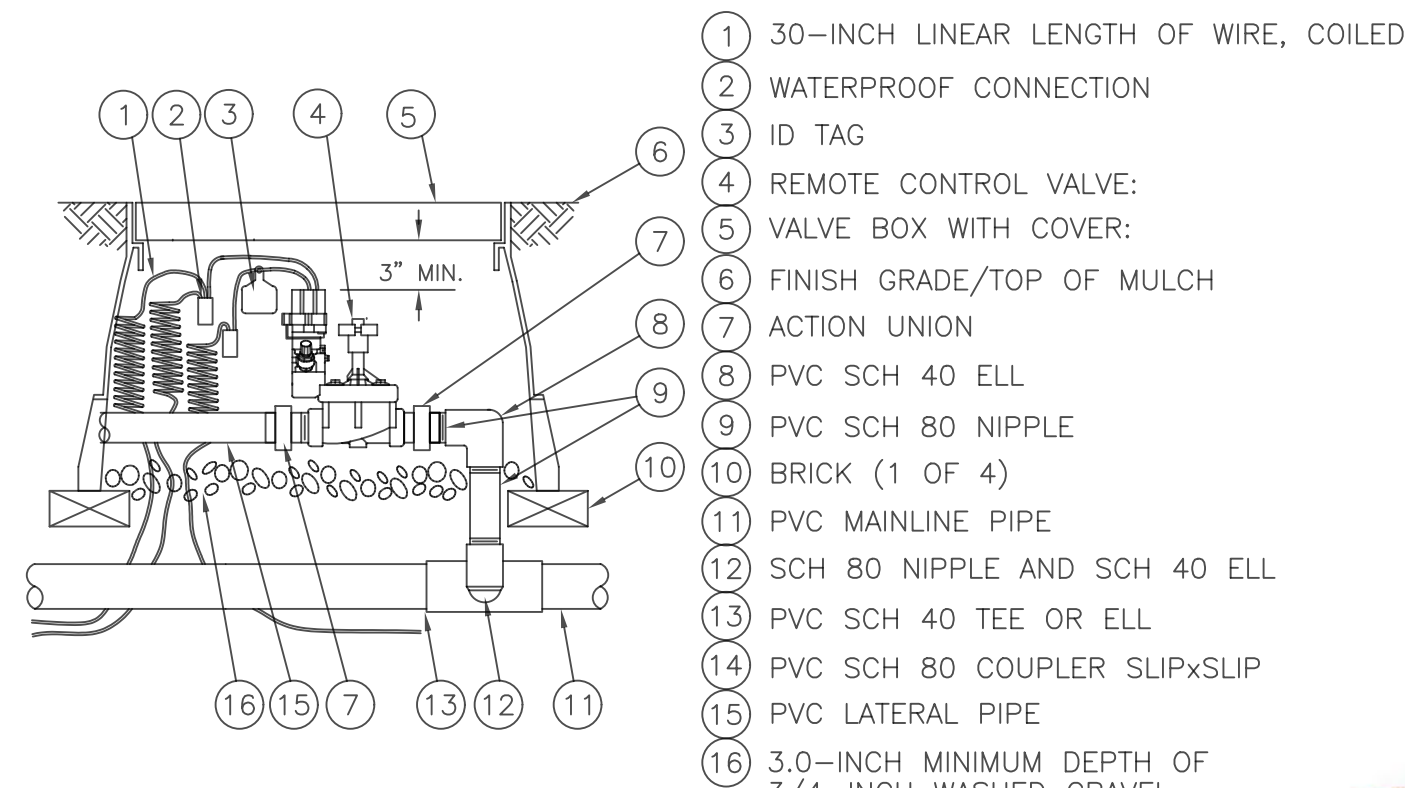
MAINLINE FILTER

N.T.S.



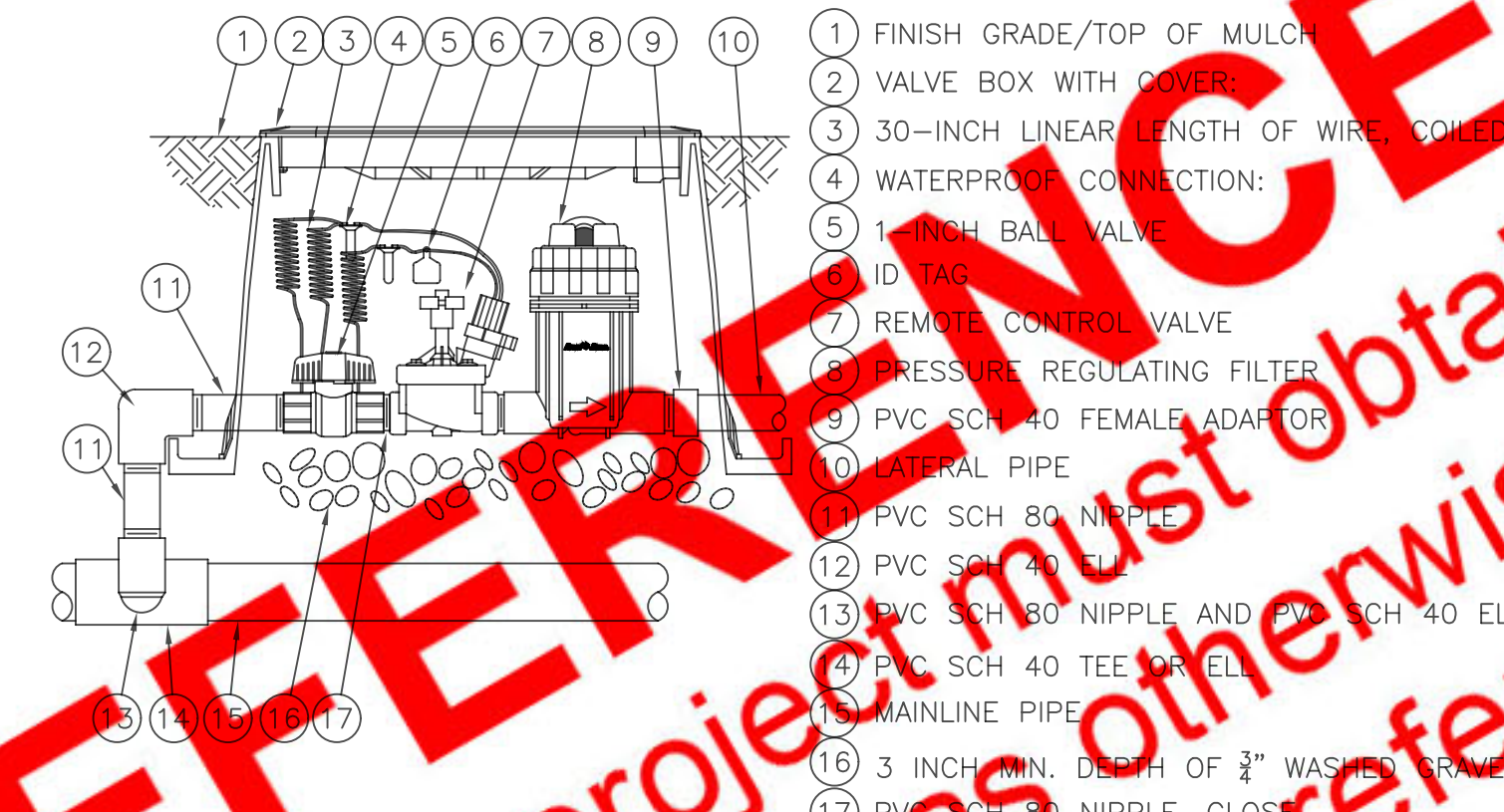
QUICK COUPLING VALVE

N.T.S.



REMOTE CONTROL VALVE

N.T.S.



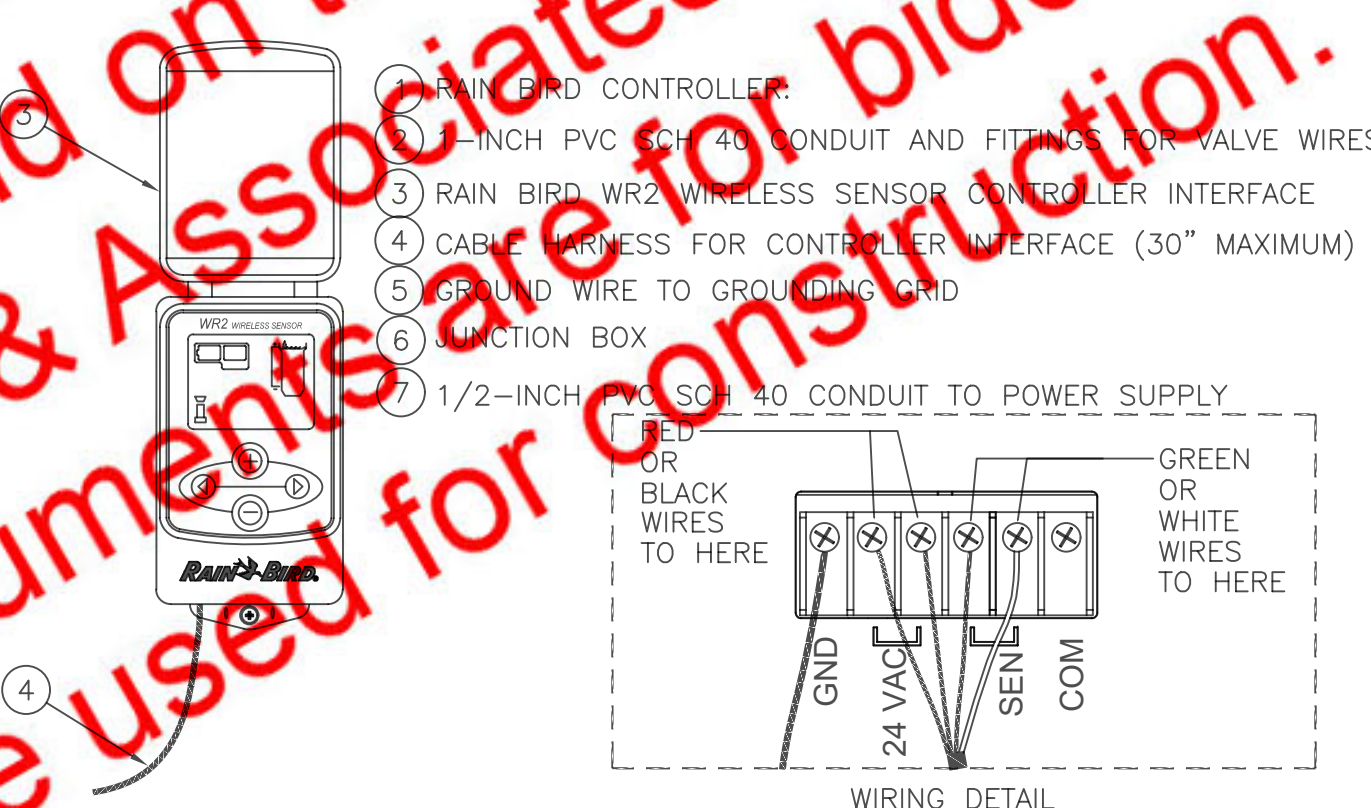
REMOTE CONTROL DRIP VALVE

N.T.S.



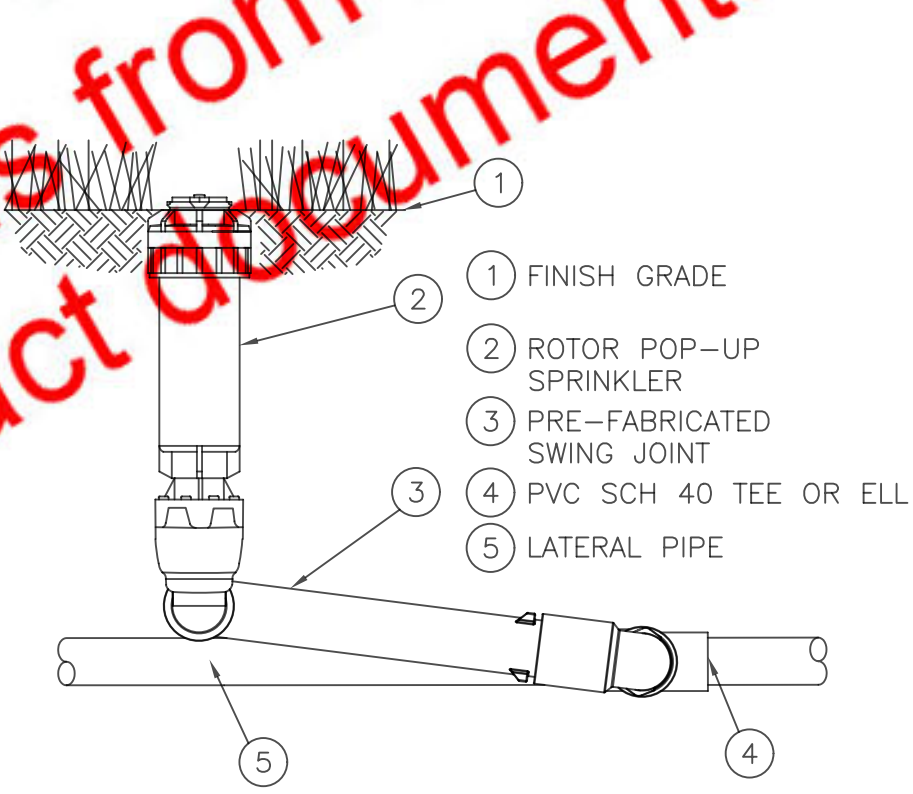
IRRIGATION CONTROLLER

N.T.S.



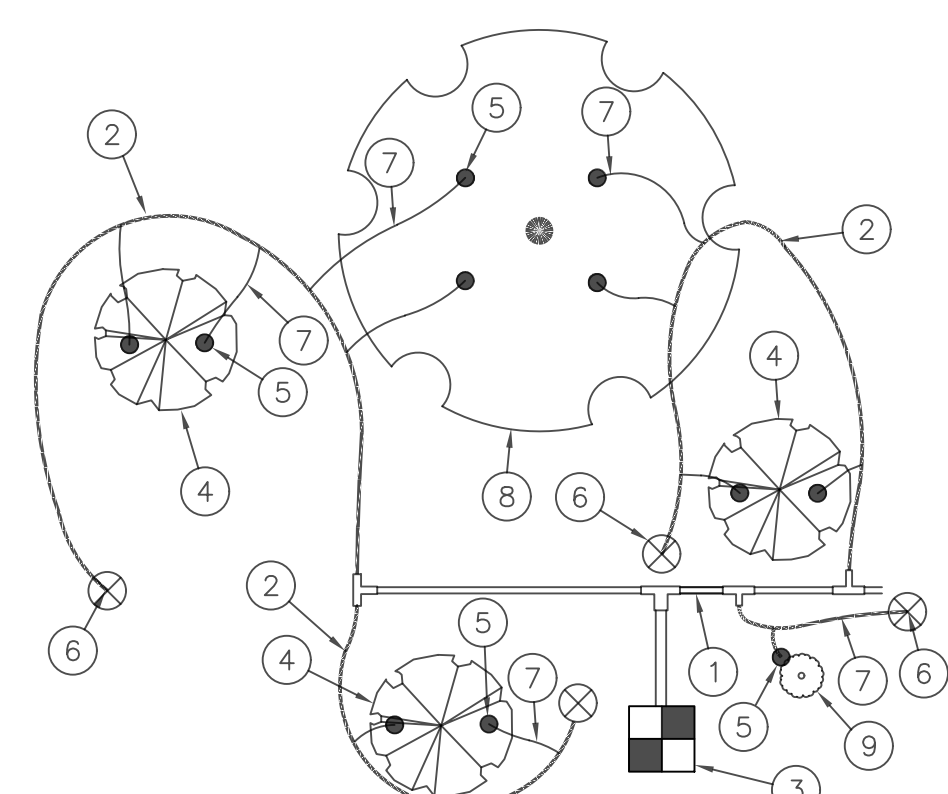
WIRELESS RAIN SENSOR

N.T.S.



ROTOR POP-UP HEAD

N.T.S.



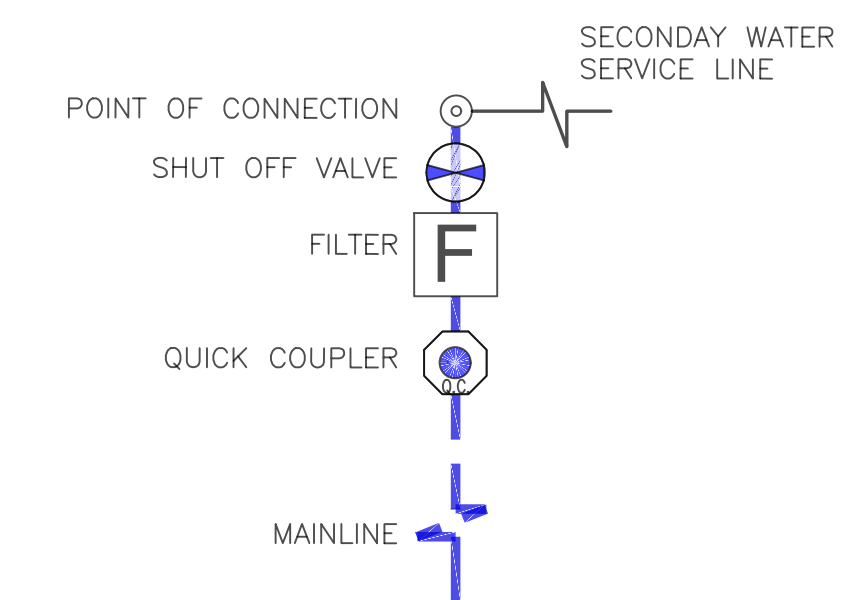
DRIP ZONE LAYOUT

N.T.S.

IRRIGATION NOTES

- This irrigation plan is diagrammatic and equipment locations are approximate. Equipment and piping may be shown outside landscape areas for graphic purposes only.
- Place sleeves where piping crosses under paved areas prior to being paved. Sleeves shall be twice the diameter of the largest irrigation line to be sleeved.
- The intention of the Contracting Officer's rep and consultant is to have constructed under the construction contract, a complete project ready for use. The general contractor and his sub-contractors should view these documents accordingly. Any apparent question, incomplete area, areas of discrepancy or contradiction in these documents should be brought to the attention of the Contracting Officer's rep prior to bidding. By submitting a bid on this project, the bidder certifies that he has fully informed himself of the requirements of the construction drawings, as they relate to his work, and has read and understands the notes and specifications. Also, that any questions, incomplete areas, discrepancies or contradictions have been brought to the attention of the Contracting Officer's rep and that they have been resolved.
- Willful installation of this work when it is obvious there exists on-site conditions or discrepancies on the plans that are detrimental to the project and that should be brought to the attention of the Contracting Officer's rep will be back-charged to the installer. The installer assumes full responsibility to correct the work at his own expense if he fails to give the required notification for resolution.
- Existing landscape outside the limits of disturbance shall be protected and repaired, if damaged, at no additional cost to the owner.
- Refer to irrigation schedule and details for more information.
- Hand trenching only shall occur within the drip line of existing trees. Machine trenching is strictly prohibited. Consult with General Contractor, in conjunction with the design team, before cutting through tree roots 2" or larger.
- Spray, rotor and rotary heads are intended to provide head to head coverage with minimal over-spray onto non-irrigated areas.
- Quantities provided are for convenience only. The contractor is required to verify quantities and adjust bid and construction accordingly. If major discrepancies exist, notify Contracting Officer's rep immediately.
- Water pressure shall be verified on site by landscape contractor.
- See Irrigation schedule for lateral line sizing, typical for all irrigated areas.

FOR BIDDING REFERENCE ONLY
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POINT OF CONNECTION-SECONDARY

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| REVISIONS | DESCRIPTION |
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Taylor West Weber Park
 1800 South
 Weber County, Utah

IRRIGATION DETAILS

LICENSED LANDSCAPE ARCHITECT
 NATHAN C. PETERSON
 03/28/2024
 STATE OF UTAH

Project Info.
 Engineer: NATHAN PETERSON
 Drafter: N. PETERSON
 Begin Date: February, 2023
 Name: Taylor West Weber Park
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